

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT AND RESTATEMENT OF RULES AND REGULATIONS
AND ARCHITECTURAL GUIDELINES
OF
RANCH AT CYPRESS CREEK ASSOCIATION, INC.**

Document references. Reference is hereby made to the Declaration of Protective Covenants, The Ranch at Cypress Creek, Section 8, filed as Document No. 1997058822 in the Official Records of Williamson County, Texas (together with all amendments supplemental documents thereto, the “**Declaration**”).
Reference is further made to the Bylaws of Ranch at Cypress Creek Association, Inc.,” filed as Document No. 1997048500 in the Official Records of Williamson County, Texas (the “**Bylaws**”).
Reference is further made to the Recordation of Articles of Incorporation and Amendment to Rules and Regulations filed as Document No. 2012000601; and the Notice of Filing of Dedicatory Instrument of Ranch at Cypress Creek Association, Inc. filed as Document No. 2013089607, both in the Official Public Records of Williamson County, Texas (together with any amendments and supplements thereto, the “**Prior Rules**”).
Reference is further made to the Ranch at Cypress Creek HOA Architectural Control Committee Memorandum Guidelines filed as Document No. 2012097160 in the Official Public Records of Williamson County, Texas (the “**Prior Architectural Guidelines**”).
THE RULES FILED HEREIN CONSOLIDATE, REPLACE AND SUPERSEDE ALL PRIOR RULES AND PRIOR ARCHITECTURAL GUIDELINES.

The Declaration provides that owners of residential lots subject to the Declaration are automatically made members of the Ranch at Cypress Creek Association, Inc. (the “**Association**”);

The Architectural Control Committee (the “**ACC**”) is authorized by Declaration Article 2 to impose standards of architectural and landscaping design on lots and to adopt and publish design standards for improvements, and has previously adopted the Prior Architectural Guidelines;

The Association, acting through its board of directors (the “**Board**”), is authorized to adopt and amend rules and regulations governing the common area facilities and the operations of the Association pursuant to Article 18 of the Declaration and has previously adopted the Prior Rules;

The ACC has voted to adopt the Amended and Restated Architectural Guidelines attached hereto as Exhibits “A” and “B”, to replace and supersede the Prior Architectural Guidelines;

The Board has voted to adopt the Amended and Restated Rules and Regulations attached hereto as Exhibit “C”, to replace and supersede the Prior Rules;

Therefore, the Board hereby files of record the Amended and Restated Architectural Guidelines, attached hereto as Exhibits “A” and “B”, and the Amended and Restated Rules and Regulations attached hereto as Exhibit “C”, to replace and supersede the Prior Architectural Guidelines and the Prior Rules.

RANCH AT CYPRESS CREEK ASSOCIATION, INC.

Acting by and through its Board of Directors and its Architectural Control Committee

Signature: _____
Printed Name: _____
Title: President, Board of Directors

Signature: _____
Printed Name: _____
Title: Chairman, Architectural Control Committee

- Exhibit "A": Amended and Restated Architectural Guidelines
- Exhibit "B": Xeriscape Standards
- Exhibit "C": Amended and Restated Rules and Regulations

Acknowledgements

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2014, by _____ in the capacity stated above.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
2014, by _____ in the capacity stated above.

Notary Public, State of Texas

EXHIBIT "A"

Amended and Restated Architectural Guidelines

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The Architectural Review Committee (ARC) was created to enhance property values by requiring conformity to certain standards of construction, visual appeal, uniformity and design. The Covenants, Conditions and Restrictions. ("CC&Rs") provide that no building, fence, wall, structure, improvement, exterior appurtenance, or exterior corporeal hereditament shall be commenced, erected, placed, or altered on any Lot, now shall any exterior addition to or change or alteration, other than landscaping, be made to the Lot, improvements, appurtenances, or corporeal hereditaments until the construction plans and specifications describing the nature, kind, shape, height, materials and a plot plan showing the location of same, have been approved in writing.

It is the general purpose of the ARC to approve or disapprove applications made to it for proposed alterations, additions or changes to be made to the exterior of the house and/or lot itself.

Procedur

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An "Architectural Modification Request" (AMR) Form must be completed in its entirety and mailed to the address indicated on the form. All pertinent information such as plans, specifications, building permits, locations of the proposed improvements must be indicated on a copy of the survey, etc. and all of these items should be included with the application.

The architectural review forms are available from your management company. The HOA ARC cannot respond to verbal requests for approval -- all applications must be made in writing.

The ARC has thirty (30) days from the date of receipt of an application in which to respond. If additional information is required by the HOA ARC, the application process will be extended accordingly. Plans for the implementation of the proposed improvement(s) should allow for the time required to complete the approval process. No construction should begin prior to the approval. Additionally, should your application be submitted after the fact of construction, the HOA ARC is not required to provide approval and there is no limitation of time for the review. You may be required to remove said improvements.

The HOA ARC will return the application stating if the AMR is denied, approved or approved with certain conditions being met. If an applicant wishes to discuss or appeal a decision made by the HOA ARC, the Designated Representative should be contacted in writing.

Guidelines

The following are guidelines adopted by the ARC to specify their standards, requirements and thought processes used in evaluating an application. The guidelines may be amended from time to time as the circumstances, conditions or opinions of the HOA ARC dictate. It is the responsibility of the homeowner to ensure the most current recorded guidelines are being followed. It should be noted that each application is considered on its own merit and that the HOA ARC may grant a variance from these guidelines and/or from certain provisions of the HOA Restrictive Covenants. The HOA ARC has the right to deviate approval for a similar improvement based on the proximity of a property to a main boulevard and on the visual relativity of the site to the overall development. As an example, a home located on the perimeter of the development may be permitted to have a certain styled storage building, whereas on a main entry boulevard and depending on the configuration of the lot, this same item may not be approved. The intent is to maintain overall integrity within areas of higher visual impact.

It should also be noted that HOA ARC approval is required prior to the installation or construction of the improvement or change. If an improvement is made without HOA ARC approval, the Board of Directors has the legal right to enforce its removal.

1.0 Logical Extension of Definition

It is understood that the covenant restrictions cannot and have not provided a universal list of all restrictions that would have been included in this document's Articles of covenant restrictions, if they could have been foreseen by the Declarant. It is therefore provided by this Architectural Memorandum that all restrictions provided by the Ranch of Cypress Creek Association Covenants may not be considered exclusive in scope or type of those architectural restrictions as provided in their purest verbal definition.

Any Restriction will be deemed to automatically encompass any similar architectural modification of like type or of equal or greater scope of the restriction of the modification definitively described by a covenant Article.

In all cases an Architectural Modification Request (AMR) will be required. If there is any question as to the applicability of a Covenant restriction article, the Architectural Committee will base its findings on the impact to property values of the Association members.

2.0 Outbuildings

2.1 An "outbuilding" is defined as any structure that is not attached to the main structure. This definition does not include bonafide additions to the main residences or garages wherein an actual opening to the main structure exists, but does include storage sheds, gazebos and playhouses/forts.

2.2 The HOA ARC will consider the following:

- a. The colors should match/blend with the predominant exterior colors of the main residence.
- b. Materials should match those of the main residence in both size and color; the HOA ARC will approve small storage buildings, providing the color blends with the main residence. Rubbermaid (or similar materials), vinyl and metal units cannot be visible from the fronting street.
- c. It should have a peaked roof, no higher than eight and a half feet (8 1/2') from the ground to the highest point. Location must also be far enough away from fence to allow for drainage to occur entirely on the owner's lot.
- d. A storage building placed on a concrete slab on top of a utility easement will require letters of Consent to Encroach, as it will not be considered portable. If a storage building is on the utility easement, but not on a slab and can be moved, the HOA ARC will consider it as portable.

- e. No storage building can be built up against any side or rear wall of a home unless its maximum height is less than six feet (6') and it is not visible above the fence. It must also comply with all the other requirements for proper construction, size and location.
- f. If under six feet (6'), storage structure may be placed in side yard, provided three-foot (3') minimum setbacks are observed.
- g. Playhouses/forts must be no higher than twelve feet (12') maximum. If fort has a platform, then platform can be no higher than seventy-two inches (72") above ground. It must be kept in good repair. Gazebo - Freestanding - Must be at least six feet (6') away from house. Must review on a case-by-case basis with a maximum height at peak of eleven feet (11') and must be three feet (3') off side and back fence.

3.0 Basketball Goals

- 3.1 A BAM is defined as a Basketball Attachment Method. A BAM is an in ground removable by means of a sleeve basketball goal system. The back board must be a see through design made from materials like glass or acrylic. The placement must be behind half the distance of the setback line from the curb. The basketball system must be approved by the Architectural Committee. The BAM must be in good working order at all times.
- 3.2 The basketball goal backboard, net and post must be maintained in excellent condition at all times.
- 3.3 Backboard may not be mounted to any part of the home or garage.

4.0 Patio Cover

- 4.1 Patio covers should be constructed of materials that complement the main structure.
- 4.2 All covers must be constructed of wood. Any type of metal, fiberglass etc. is not allowed.
- 4.3 Entire patio cover and posts should be trimmed out to match house. Supports must be painted wood or treated wood, no metal columns or pipe is allowed.
- 4.4 At no time, however, shall a shingled roof be allowed with an unpainted frame. Frame will have to be painted to match trim of house whether treated or untreated wood is used.
- 4.5 Patio construction materials are as follows:
 - a. Painted wood (to match trim of house).
 - b. Natural pressure treated wood such as cedar, fir or redwood may be used. Treated pine must be painted or stained.
General Note: All patio cover material, i.e., wood, lattice, must be completely framed in so that no raw edges of material are visible.
 - c. Canvas is not permitted.
- 4.6 Patio covers may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 4.7 Patio covers must be situated on the lot to provide drainage solely into the owner's lot. If a proposed patio cover location is less than five feet (5') away from the side lot line, the ARC will require that it be guttered with downspouts, if it is to be a solid cover.
- 4.8 All structures of similar magnitude are to be held subject to same limitations as patio covers. This includes, but is not limited to all attached or free standing structures added to or at, the side of existing dwelling.

5.0 Room Additions

- 5.1 Exterior materials and colors should match the house as closely as possible.
- 5.2 Detailed plans must be submitted to the ARC.
- 5.3 Room additions may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 5.4 On an individual basis - size and shape will depend on architectural style and layout of home, size of lot, and how well room addition integrates with existing home. Roof of addition must integrate with existing roofline so as to appear to have been part of the original home. The addition must be opened to the main structure and be serviced by central heat/AC and electrical. All such improvements must be designed to building code standards. All room additions must have all of the proper Building Permits from the City of Cedar Park. Room additions may be denied for other reasons, i.e., structural integrity, architectural suitability, etc. Garage enclosures are not allowed, therefore are not considered as room additions.

6.0 Exterior Painting

- 6.1 Paint must conform to colors in the existing neighborhood and must have HOA ARC approval.
- 6.2 The color of neighboring homes will be taken into consideration, along with the applicant's house brick features.

7.0 Storm Windows and Storm/Screen Doors

- 7.1 Providing the frames of these are of a color compatible with the exterior house colors, storm windows and storm or screen doors should receive HOA ARC approval.

8.0 Decks

- 8.1 Decks may not encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment.
- 8.2 Decks should not be situated on the lot so that they may pose a problem to the effective drainage of the lot or neighboring lot.

9.0 Swimming Pools and Spas

- 9.1 No pool or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. All in ground pools and spas must have permits from Cedar Park and AMR approval. Above ground pools, no decking surrounding the pool shall be greater than twenty-four inches (24") above grade.
- 9.2 All pools must be enclosed within a fenced area.
- 9.3 Pool pumps and other equipment must be screened within the fenced perimeter and not visible from the fronting street.
- 9.4 Pool enclosures will be reviewed on an individual basis and height should not exceed eight and a half feet (8 1/2').

10.0 Fence and Fence Extensions

- 10.1 Fence and extensions will be reviewed on an individual basis.
- 10.2 No split rail fences or decorative fencing permitted to the front of the lot other than those constructed for use as model homes and those must be removed prior to the sale of a model.
- 10.3 No fence may extend so as to encroach in front of a building line.
- 10.4 If both neighbors do not concur as to a proposed fence extension, the HOA ARC will examine the effect the fence extension will have on both properties. If one party will suffer detrimentally from the extension (i.e., will totally enclose a bay window) the HOA ARC has the right to reject the application.
- 10.5 Approved fences will be installed picket side out where visible from any street.
- 10.6 Replacement or repairs of fence must be made with similar materials and construction details as used in original fence.
- 10.7 Fencing shall be uniform throughout the development. Wrought iron may be used in areas of decorative use in sections across driveways or where used across a building line so long as there are no items, storage or otherwise, visible from a fronting street.

11.0 Decorations

- 11.1 On front lawns of lots and on any portion of a lot visible from any street, there shall be no more than three decorative appurtenances allowed, not to exceed thirty-six inches (36") in height, such as sculptures, birdbaths, birdhouses, fountains, or other decorative embellishments unless an AMR is submitted and approved.
- 11.2 Benches, gates will be reviewed on an individual basis.
- 11.3 House numbers may be placed on house or professionally painted on curb, but not displayed on any type of freestanding structure in front yard.

12.0 Exterior Lighting

- 12.1 Additional exterior lighting should not be of a wattage or lumen count that will affect neighboring homes.
- 12.2 Directional lights or floodlights must be aimed so as not to shine in the windows of neighboring homes.
- 12.3 Low voltage landscape lighting should receive ARC approval.
- 12.4 Security, mercury vapor, or fluorescent lights must be attached to the front of the house, preferably the garage. Mercury vapor, fluorescent and sodium halite may be permitted in back as long as it in no way shines onto adjacent property.

13.0 Burglar Bars

- 13.1 Not allowed.

14.0 Birdhouse

- 14.1 Maximum preferred height is twelve feet (12').
- 14.2 Mounted on 2" diameter metal pipe.
- 14.3 Must be placed toward the middle of back yard and not visible from the fronting street.

15.0 Landscaping

- 15.1 Landscaping is defined as "living plants, trees, shrubs, flowers, etc., and utilization of non-living material necessary for growth, i.e., bark mulch". Landscaping does not require HOA ARC approval unless the configuration of the ground changes (i.e., berms, fill dirt, turf removed, beds added, etc.) Pre-fabricated flowerbed bricks or stone with interlocking lip, not exceeding 24" tall, do not require an AMR approval. Any other brick used for landscaping must be mortared and does require an AMR.
- 15.2 Trellises, window boxes, arbors and permanent brick borders must have HOA ARC approval.
- 15.3 Landscape timbers are only permitted within an enclosed fenced yard.
- 15.4 See also Exhibit "B" regarding xeriscaping rules.

16.0 Driveway Extensions/Sidewalks

- 16.1 Reviewed on an individual basis.
- 16.2 No closer than three feet (3') to property line and must be parallel to curb. Driveway extensions can extend no nearer to side property line than three feet (3') and five feet (5') in certain instances.
- 16.3 All sidewalks in the side yard must be no greater than forty-eight inches (48") wide.
- 16.4 A driveway may not exceed twenty (20') feet wide.

17.0 Window Air Conditioners

- 17.1 Must not be visible from street and must be below fence line.

18.0 Window Shades/Awnings

- 18.1 Window awnings must have an AMR. These must be kept in excellent condition at all times or will be subject to immediate removal upon notification by the HOA of their unacceptable condition.
- 18.2 Awnings will be allowed for use on playhouses, provided they also comply with aforementioned requirements for proper location and acceptable condition.

19.0 Signs or Billboards

The following signs are considered as a neighborhood benefit and hereby approved as a general group by the Association Board of Directors. The intent is to limit the number of signs in yards.

19.1 Standard Security System signs that identify a property protected by a home security system.

The approximate size shall be no larger than eleven inches (11") at the longest dimension, no matter that the shape of the sign.

19.2 Non-regulatory Safety/Caution signs such as: "Children at Play". These signs will generally be eighteen inches (18") by twenty-four inches (24") with a yellow background and black letters. Caution signs such as those for handicapped residents and regulatory signs requiring requests to the Williamson County Engineering Department.

19.3 Student achievement signs issued by the respective student's school as recognition of achievement regarding participation of school activities will be allowed. These signs will be limited to those provided by the school or school-sanctioned organization with the name of the student and the activity they are acknowledged for. The sign will be approximately eighteen inches (18") by twenty-four inches (24") in size and will be displayed near the front entry, no further that six feet from the front of the dwelling.

19.4 Signs posted announcing community wide or HOA sanctioned events such as the community sponsored garage sale and HOA sponsored social events or meetings.

Duration: Signs such as yard sale directions will be posted no sooner that the night before and removed no later than the morning after the event. Signs posted for social events and meetings or other types of HOA importance, will normally be posted in advance and removed within a day following the event.

The above types of signs are added to the reference article by the BOD as beneficial to the community in accordance with the authority provided to the BOD acting as the Architectural Committee function under Article 2. Signs must be maintained upright and in good visual maintenance. Any sign allowed to deteriorate and become unsightly will be the subject of a covenants violation under this article or removed if the owner is not readily apparent. All other signs not specifically approved in Article 15 or this Architectural Memorandum will be subject to appropriate violation procedures and/or BOD actions.

20.0 Flags

20.1 General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flag pole, or one residence-mounted flag mount, but not both.

20.2 Conflict with Other Provisions. Per state law, this Section I controls over any provision in any other Association governing document to the contrary, including Declaration Article 6 to the extent of any conflict.

20.3 Prior Approval Required. All flags, flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "ACC"). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance flagpole, flag mount(s), lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.

- 20.4 Permitted Flags. An Owner is permitted to display on his or her Lot the flag of the United States of America, the flag of the State of Texas, and/or an official or replica flag of any branch of the United States armed forces, or other flag, subject to the restrictions contained in this Section I.

A pennant, banner, plaque, sign or other item that contains a rendition of a permitted flag does not qualify as a permitted flag under this Section I.

- 20.5 Additional Requirements Related to Flags.
- a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flag pole.
 - c. Flags on flag poles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flag pole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.
 - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.

- 20.6 Materials and Appearance of Flag Mounts and Flag Poles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount or flagpole and harmonious with the dwelling.

- 20.7 Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
- a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The ACC may require the pole to be installed on a particular side or otherwise require a particular location; and
 - f. No trees may be removed for pole installation.

- 20.8 Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).

- 20.9 Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

- 20.10 Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole do not create an unreasonable amount of noise.

21.0 Solar Energy Devices

- 21.1 Conflict with Other Provisions. Per state law, this Section II controls over any provision in any other Association governing document to the contrary, including Declaration Article 3 to the extent of any conflict.
- 21.2 Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
- 21.3 Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
- 21.4 Prohibited Devices. Owners may not install solar energy devices that:
- a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the ACC; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.
- 21.5 Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
- 21.6 Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
- 21.7 Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

22.0 Rain Barrels and Rainwater Harvesting Devices

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

- 22.1 Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
- 22.2 Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
- a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
- 22.3 Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

- 22.4 Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
- d. are of a color other than a color consistent with the color scheme of the Owner's home;
 - e. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - f. are not constructed in accordance with plans approved by the Association.
- 22.5 Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).
- 23.0 Religious Displays
- 23.1 General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
- 23.2 Prohibited Items. No religious item(s) displayed in an entry area may:
- a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
- 23.3 Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
- 23.4 Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section IV.

Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

INSERT EXHIBIT "B" – XERISCAPING (this is a PDF that Niemann & Heyer will attach before recording)

EXHIBIT "C"

Amended and Restated Rules

Table of Contents

- A. Record Production
- B. Record Retention
- C. Payment Plans
- D. Email Addresses
- E. Collection and Enforcement Policies
- F. Self-Help

A. Record Production

- 1.0 Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
- 2.0 Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary, including Declaration Article 18 and Bylaws Article X, to the extent of any conflict.
- 3.0 Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
- 4.0 Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
- 5.0 Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
- 6.0 Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it

7.0 Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:

- a. Owner violation history
- b. Owner personal financial information
- c. Owner contact information other than the owner's address
- d. Information relating to an Association employee, including personnel files

8.0 Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

B. Record Retention

1.0 Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section VI is January 1, 2012.

2.0 Conflict with Other Provisions. Per state law, this Section VI controls over any provision in any other Association governing document to the contrary, including Declaration Article 18 and Bylaws Article X, to the extent of any conflict.

3.0 Record Retention. The Association will keep the following records for at least the following time periods:

- a. Contracts with terms of at least one year; 4 years after expiration of contract
- b. Account records of current Owners; 5 years
- c. Minutes of Owner meetings and Board meetings; 7 years
- d. Tax returns and audits; 7 years
- e. Financial books and records (other than account records of current Owners); 7 years
- f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently

4.0 Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

C. Payment Plans

1.0 Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section VII is January 1, 2012.

2.0 Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only* if:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the

sole discretion of the Association's Board.

3.0 Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months.
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). Unless otherwise approved by the Board, all payments under plans shall be ACH (auto draft). The Board shall have no duty to approve any exceptions to the ACH requirement.
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of ten percent (10%) per annum, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.
- f. Additional conditions. The Owner will comply with such additional conditions under the plan as contained in the plan document.
- g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.

4.0 Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe reference in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

5.0 Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default. Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6.0 Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7.0 Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

D. Email Addresses

Per state law, it is an owner's duty to keep an updated e-mail address registered with the association in order to receive communications from the Association sent via email.

E. Collection and Enforcement Policies

The board may from time to time, by board resolution or by board approval of a contract or other written agreement outlining such procedures, authorize collections or other enforcement procedures. These procedures may include standing directives to the association's managing agents and legal counsel to undertake certain collection or other enforcement actions under certain circumstances (for example, an owner's account being delinquent for a certain number of months may trigger certain collection action).

F. Self-Help

Lot maintenance violations:

If a violation of the deed restrictions that can be cured or partially cured by self-help (the association entering a Lot and remedying the violation, such as force-mow, debris removal, or other such action) is noted, the association's managing agent shall have the authority without further Board action, unless otherwise directed on a case-by-case basis by the Board, to pursue the self-help remedy as provided in the governing documents of the Association (See Declaration Article 17). Such remedy shall be pursued only after 10-days notice to the owner is provided in accordance with Declaration Article 17. All associated costs shall be the responsibility of the owner and collectible in the same manner as Assessments, including lien rights as further described in Declaration Article 17.

Among the relevant Declaration provisions are: landscape maintenance restrictions (Article 14), nuisance restrictions (Article 7) and restrictions against rubbish (Article 9).

General:

All costs incurred by the Association in enforcing the governing documents, including attorneys fees, are the responsibility of the lot owner and may be assessed to the owner's account in accordance with state law.

After recording, please return to:

Niemann & Heyer, L.L.P.
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1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Ranch at Cypress Creek:RulesConsolidEF4-23-14_CLEAN.docxFileserver:CLIENTS:Ranch at
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