

Nancy E. Rister

Nancy E. Rister, County Clerk

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Williamson County Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**AMENDMENT 10 TO THE RULES AND REGULATIONS
OF
CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Cypress Creek Section Two Declaration of Covenants, Conditions and Restrictions, filed at Vol 2432, Pg 0333 in the Official Public Records of Williamson County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to those certain "Bylaws of Cypress Creek Homeowners Association, Inc.," filed as an exhibit to the Notice of Filing of Dedicatory Instruments for Cypress Creek Homeowners Association, Inc., filed as Document No 2001050166 in the Official Public Records of Williamson County, Texas (together with all amendments and supplements, the "**Bylaws**")

Reference is further made to the Resolution of the Board of Directors, filed as Document No. 2001078391 in the Official Public Records of Williamson County, Texas (as supplemented by this amendment, the "**Rules**").

The Declaration provides that persons owning lots subject to the Declaration are automatically made members of Cypress Creek Homeowners Association, Inc (the "**Association**"); and

The Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules governing the affairs of the Association, pursuant to Declaration Section 5.04(A) and Bylaws Section 7 1(a), and has previously adopted the Rules; and

The Board, at a duly noticed and attended meeting, has voted to adopt additional Rules as provided herein

The following Rules are approved and adopted:

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SECTION I. FLAGS

- 1 General. An Owner may display flags only on his or her Lot and only in compliance with this Section I. 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 and up to two residence-mounted flag mounts.
- 2 Prior Approval Required. Flag poles and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Committee (the "AC"). An Owner desiring to install a flag pole must submit plans to the AC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flag pole, lighting and related installations. The Association's AC shall have the sole discretion of determining whether such proposed installations comply with this Section I, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
- 3 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.

- 4 Additional Requirements Related to Flags
 - a. Flags must be displayed on an approved flag mount or flag pole. 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 a 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.
- 5 Materials and Appearance of Flag Poles. Freestanding flag poles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the AC) used in the construction of the flag pole and harmonious with the dwelling.
- 6 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 flag pole must be free-standing and installed vertically;
 - c. The flag pole 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. The AC may require the pole to be installed on a particular side or otherwise require a particular location;
 - f. No trees may be removed for pole installation; and

- g All flags must be no closer to the street than half the distance between the house and the property line
- 7. 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)
- 8. 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.
- 9. Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole do not create noise.

SECTION II. SOLAR ENERGY DEVICES

- 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 Section 2.10, to the extent of any conflict
- 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 AC. 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
- 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
- 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 AC; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the AC may require removal of any device in violation of this or any other requirement.*

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 AC 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

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.

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. be 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.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. Rain Barrels and Rainwater Harvesting Systems. Owners may install rain barrels or rainwater harvesting systems in accordance with the restrictions described in this Section III

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

3. Pre-Approval Requirements Prior written permission must be received from the AC if any part of the improvement will be visible from the street, another home or lot, or common area (in other words, if any part of the improvement is not fully shielded from view by an already-approved fence or other structure, prior approval must be obtained) The Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) in these locations (through denial of plans or conditional approval of plans)

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.

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 AC of all energy production calculations All calculations must be performed by an industry professional

4. Color and Other Appearance Restrictions Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a are of a color other than a color consistent with the color scheme of the Owner's home;
 - b display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c are not constructed in accordance with plans approved by the Association

SECTION IV RELIGIOUS DISPLAYS

1. General. State statute allows owners to install certain religious displays 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 items" are limited to those items that the display of which is motivated by the resident's sincere religious belief.
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.
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.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious displays such as Christmas lighting or Christmas wreaths. What is considered a Seasonal Religious Holiday Decoration shall be in the sole discretion of the Board, and the Board may impose time limits and other restrictions on the display of Seasonal Religious Holiday Decorations in its discretion. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section IV.
5. Other displays. Non-religious displays in the entry area to an owner's dwelling are governed by other applicable governing document provisions. All displays outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section V is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section V controls over any provision in any other Association governing document to the contrary, including Bylaws Article 10, to the extent of any conflict.
3. 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 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 Format The Association may produce documents in hard copy, electronic, or other format of its choosing

6 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 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 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.

SECTION VI. RECORD RETENTION

1 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 Conflict with Other Provisions. Per state law, this Section VI controls over any provision in any other Association governing document to the contrary, including Bylaws Article 10, to the extent of any conflict.
- 3 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 Other Records Records not listed above may be maintained or discarded in the Association's sole discretion

SECTION VII. PAYMENT PLANS

- 1 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 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 mails certified mail, return receipt requested notice to the Owner 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) It is the Owner's responsibility to confirm 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 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).

- 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 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 the Board may establish
 - 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. 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. 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. 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. 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

SECTION VIII. VOTING

1. **Conflict with Other Provisions** Per state law, this Section VIII controls over any provision in any other Association governing document to the contrary, including Articles of Incorporation Article VII, Bylaws Section 3 6, and Declaration Section 5 03, to the extent of any conflict
2. **Voting Methods**. In addition to voting methods allowed by the Association's governing documents, notwithstanding any language in the governing documents to the contrary, the voting rights of owners may be exercised in any one or more of the following manners: in person, by proxy, by absentee ballot, or by electronic ballot (fax, or other method of electronic voting as determined by the board).
3. **Form of Proxy or Ballot** The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles No form other than the form put forth by the Board will be accepted
4. **Absentee and Electronic Ballots**. Any absentee ballot must contain notice language as required by state law. Any absentee or electronic ballot will be counted for quorum purposes only for items appearing on the ballot Any vote cast at a meeting of the Association will supersede any absentee ballot or electronic ballot submitted by the Owner for that proposal. Any vote cast by absentee or electronic ballot will not be counted if the proposal voted on differs from the exact language on the absentee or electronic ballot

SECTION IX. NOTICE OF BOARD MEETINGS

1. **Effective Date** Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section IX is January 1, 2012
2. **Conflict with Other Provisions** Per state law, this Section IX controls over any provision in any other Association governing document to the contrary, including Bylaws Sections 5 08 and 5 09, to the extent of any conflict
3. **Notice of Board Meetings**. Except as otherwise provided in these rules, all regular and special Board meetings must be open to Owners, and notice of all regular and special Board meetings will be given either:
 - a. By mail to all Owners, at least 10 but no more than 60 days in advance of the meeting;
OR
 - b. By, at least 72 hours in advance of any meeting:
 - i. either posting notice in a conspicuous place in the common area (or with the Owner's permission, a conspicuous place on a private lot), *or* on an Association website, *and*
 - ii. emailing notice to all Owners who have registered their email address with the Association in accordance with these rules

Notice pursuant to this section must contain the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up in executive session.

4. **Exception to Notice Requirement** The notice described in (3) above is not required if:
 - a. The Board meets by telephone, email, or in any alternate manner whereby all directors speak their opinion and are heard (or the opinion/discussion can be read via email) by all other directors;
 - b. The Board acts by unanimous written consent on routine or administrative matters; *or*
 - c. The meeting is necessary to address an urgent or emergency situation that requires immediate action.

However, notice must be given per paragraph (3) above for any meeting at which the Board takes action regarding: levying a fine; levying a damage assessments; initiation of foreclosure actions; initiation of enforcement actions (except for temporary restraining orders or violations involving a health or safety threat; increases in assessments; levying special assessments; appeals from denials of architectural control approval; or suspending rights of an Owner before the Owner has an opportunity to appear before the Board

5. Summary of Actions Taken Without Board Meeting. Board actions taken without notice given under paragraph (3) must be summarized orally at the next Board meeting for which notice under paragraph (3) is given, including a summary of any actual or estimated expenditures approved, and documented in the minutes of the next noticed Board meeting
6. Definition of "Meeting"; Work Sessions. A meeting or other gathering at which one or more Board members is present is not a Board meeting for purposes of this rule unless formal action (a binding vote) is taken by the Board members at such meeting on behalf of the Association. For example, work sessions of the Board, provided no formal action is taken, do not require notice and need not be open to Owners
7. Executive Session The Board has the right to adjourn a Board meeting and reconvene in a closed executive session for issues involving personnel matters, pending or threatened litigation, contract negotiations, enforcement actions, confidential attorney communications, matters involving the invasion of owners' privacy, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Decisions made in executive sessions must be summarized orally in general terms, including any expenditures approved, and recorded in the minutes

SECTION X. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate, fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation

If a resale certificate is not requested and a transfer occurs, all fees associated with association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount

SECTION XI. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails
2. Updating Email Addresses An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing

agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

SECTION XII ENFORCEMENT; GENERAL

- 1 **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may
- (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
 - (2) record a notice of non-compliance encumbering the Lot;
 - (3) levy a damage assessment against a Lot for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
 - (4) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot;
 - (6) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors; and
 - (7) enter onto an owner's lot without liability for trespassing and cure any violation of the governing documents and charge the costs of cure to the owner and Lot (see also Declaration Section 5.04(E)).

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law. The association may foreclose the lien in any manner authorized by the governing documents or state law, and shall expressly have a power of sale and right to appoint a Trustee to carry out such sale.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

Section 2 **Attorneys Fees.** The Association may assess reasonable attorneys fees to an Owner's account associated with enforcement action(s) for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.

Section 3 **Non-Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Board decision to pursue enforcement action.** The decision to pursue enforcement action in any particular case shall be left to the board's discretion, except that the board shall not be arbitrary or capricious in taking enforcement action. For example, the board may determine that, in a particular case, (i) the association's position is not strong enough to justify taking any or further action, or the board does not have sufficient evidence to pursue an enforcement action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; (v) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue

enforcement action; or (vi) the issue is one more appropriately addressed by law enforcement or other governmental body, in which case the board may contact, or advise the complaining party to contact, law enforcement or the appropriate governmental body

APPROVED and ADOPTED the 20 day of OCTOBER, 2011.

(Signature and Notary Blocks on Following Page)

CYPRESS CREEK HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Michael D. Dion
NAME: MICHAEL D. DION
TITLE: PRESIDENT, CYPRESS CREEK HOME OWNER'S ASSOC.

Acknowledgement

STATE OF TEXAS §

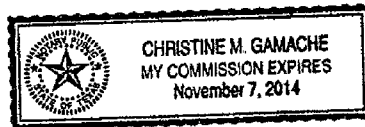
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of October, 2011, by Michael Dion in the capacity stated above

Christine Gamache
Notary Public, State of Texas

After recording, please return to:

Niemann & Heyer, L I P
Attorneys At Law
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