

**Articles of Incorporation**  
**Crystal Creek Homeowners Association, Inc.**

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
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MAY 07 2001

Corporations Section

ARTICLES OF INCORPORATION  
OF  
CRYSTAL CREEK HOMEOWNERS ASSOCIATION, IN

I, the undersigned natural person over the age of twenty-one (21) years and a citizen of the State of Texas, acting as Incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

DEFINITIONS

The following words when used in these Articles of Incorporation shall have the following meanings:

"Act" shall mean and refer to the Texas Non-Profit Corporation Act, Articles 1396-1.01 through 1396-11.01, Vernons Tex. Ann. Civil Statutes, and all amendments and additions thereto.

"Areas of Common Responsibility" shall mean and refer to the project signage and adjacent landscaping and irrigation systems located at all entrances to the Property.

"Corporation" shall mean and refer to the "CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.", the corporation incorporated hereunder.

"Declarant" shall mean and refer to Copacabana Corporation, Inc., a Panamanian corporation, its successors and any assignee (other than an Owner, as defined hereinunder) who shall receive by assignment, from said Declarant any of Declarant's rights hereunder, or a portion thereof, as Declarant, by instrument expressly assigning such rights of Declarant to such assignee.

"Declaration" shall mean and refer to that certain "Declaration of Covenants, Conditions and Restrictions" applicable to the Properties and recorded in the office of the County Clerk of Collin County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

"Landscape and Maintenance Easement" and "Wall and Maintenance Easement" shall mean those easements granted by Declarant to the Association as shown on subdivision plat of Crystal Creek, as recorded in the Map Records of Collin County, Texas.

"Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision plat of the Properties (as hereinafter defined) which is designated as a lot thereon and which is or intended to be improved with a residential dwelling.

"Member" shall mean and refer to each Owner as provided herein under Article Nine and Article Ten.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Properties" shall mean and refer to the land and premises in the City of Plano, Collin County, Texas, containing approximately 64.471 acres of land and known as "Crystal Creek", a residential subdivision comprised of 170 single family residential lots, public streets and related amenities, as shown on the plat thereof recorded in Volume M, Page 556 of the Map Records of

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Collin County, Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration (as hereinafter defined).

ARTICLE TWO

The name of the corporation is the CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.

FILED  
In the Office of the  
Secretary of State of Texas

ARTICLE THREE

MAY 07 2001

The Corporation is a non-profit corporation.

Corporations Section

ARTICLE FOUR

The period of its duration is perpetual.

ARTICLE FIVE

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are: to provide for maintenance, preservation and architectural control of and to promote the health, safety and welfare of the residents of the Properties, and to preserve the beautification of the Properties, and for these other purposes:

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(a) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(b) To provide for cleanup and waste collection within the Properties when, in its opinion, same shall be necessary or appropriate to supplement and/or replace, if no longer available, such services provided by the City of Plano, Texas, and to otherwise supplement municipal services;

(c) To maintain the Areas of Common Responsibility;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

(e) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against any property owned by the Corporation;

(f) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties, provided, that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any Member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes), and no member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; and provided, further, that no part of the activities of the

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Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and,

(h) Nothing contained in these Articles of Incorporation shall grant any authority to any officer or director of the Corporation for the exercise of any powers which are inconsistent with limitations on any of the same which may be expressly set forth in the Act.

#### ARTICLE SIX

The address of the initial registered office of the Corporation is c/o HSM Development, Inc., 5001 Spring Valley Road, Suite 1100-W, Dallas, Texas 75244 and the name of its initial registered agent at such address is Don R. Plunk.

#### ARTICLE SEVEN

The business and affairs of the Corporation shall be managed by an initial Board of three (3) Directors. The number of directors may be later modified by amendment of the By-Laws of the Corporation, but shall in no event be less than three (3). The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

Don R. Plunk, Sam G. Kartalis, and James R. Wills, III,  
5001 Spring Valley Rd., Suite 1100-W  
Dallas, Texas 75244

At each annual meeting after the date of incorporation hereof and thereafter until the directors are elected by the Class A Members, the Class B Members shall elect three (3) directors for a term of one (1) year each. At the first annual meeting following the date upon which all directors are to be elected solely by Class A Members, the Class A Members shall elect five (5) directors who shall serve for the following terms:

The three directors receiving the highest number of votes shall each serve for a term of two years, and the remaining two directors shall each serve for a term of one year.

At each annual meeting thereafter, the Class A Members shall elect new directors to fill any vacancy created by expiring terms of existing directors in a manner so that the Corporation will at all times have five directors, all of whom shall have two-year terms.

#### ARTICLE EIGHT

The name and street address of the Incorporator of this corporation is:

Don R. Plunk, 5001 Spring Valley Rd., Suite 1100-W, Dallas, Texas 75244

#### ARTICLE NINE

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation.

#### ARTICLE TEN

The Corporation shall have two classes of voting membership:

CLASS A. Class A Members shall be all members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest

required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

**CLASS B.** The Class "B" Member shall be Declarant. The Declarant shall be entitled to twenty (20) votes for each Lot it owns; provided however, that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one (1) vote for each Lot owned by Declarant on the happening of either of the following events:

(i). when the total votes outstanding in the Class "A" membership exceeds the total votes outstanding in the Class "B" membership, or

(ii). the expiration of ten (10) years from the recording date of this Instrument in the Real Property Records of Collin County, Texas.

#### ARTICLE ELEVEN

Where the Declaration requires that certain additions to the Properties be approved by this Corporation, such approval must be given in accordance with the terms and conditions of Article Sixteen hereof.

#### ARTICLE TWELVE

To the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, PROVIDED that any such merger or consolidation must first have the assent of the Members, given in accordance with the terms and conditions of Article Sixteen hereof.

#### ARTICLE THIRTEEN

The Corporation shall have power to mortgage its real estate (if any real property be owned by the Corporation) for the purpose of making improvements thereon, PROVIDED that any such mortgage must first have the assent of the Members, given in accordance with the terms and conditions of Article Sixteen hereof.

#### ARTICLE FOURTEEN

The Corporation shall have power to dedicate any of its property to an appropriate public authority for public use, PROVIDED that any such dedication must first have the assent of the Members, given in accordance with the terms and conditions of Article Sixteen hereof.

#### ARTICLE FIFTEEN

The Corporation may be dissolved only with the assent of the Members, given in accordance with the terms and conditions of Article Sixteen hereof.

#### ARTICLE SIXTEEN

(a). Subject to the provisions of paragraph (c) of this Article, any action described in Article Eleven, Article Twelve, Article Thirteen, Article Fourteen and/or Article Fifteen hereof shall require the assent of sixty-six and two thirds percent (66 2/3%) of all Members entitled to vote, voting in person or by proxy, at a meeting duly called for that purpose. Written notice of such meeting shall be given to all Members at least ten (10) days but no more than twenty (20) days in advance setting forth the purpose of such meeting.

(b). The quorum required for any action referred to in paragraph (a) of this Article shall be as follows:

At the first meeting called, as herein provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not present at the meeting, ONE additional meeting may be called, subject to the notice requirement herein set forth, and the required quorum at such second meeting shall be one-half (1/2) of the quorum required at the preceding meeting, provided, however, that no such second meeting shall be held later than sixty (60) days following the first meeting.

(c). Notwithstanding any provision contained in these Articles of Incorporation to the contrary, any action described in Article Eleven, Article Twelve, Article Thirteen, Article Fourteen and/or Article Fifteen hereof may only be taken with the assent given in writing and signed by sixty-six and two thirds percent (66 2/3%) of all Members then entitled to vote.

(d). The notice, voting and quorum requirements for any other action to be taken by the Corporation shall be as set forth in its By-Laws, as amended from time to time.

ARTICLE SEVENTEEN

These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment of Articles Nine and Ten (membership and voting rights) or Article Sixteen shall be effective except as provided in the Declaration and any amendment of same.

ARTICLE EIGHTEEN

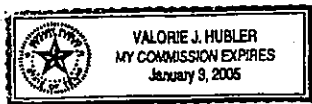
Upon dissolution of the Corporation, both the real and personal assets of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization engaged in activities substantially similar to those of the Corporation and which entity is qualified as an exempt organization under the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of April, 2001.

Don R. Plunk  
DON R. PLUNK

THE STATE OF TEXAS }  
  }  
COUNTY OF DALLAS        }

This instrument was acknowledged before me on the 25 day of April, 2001, by Don R. Plunk, known to me to be the person whose name is subscribed to the foregoing instrument.



Valorie J. Hubler  
Notary Public In And For  
The State Of Texas  
VALORIE J. HUBLER  
(Print Name)

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02-22-2024 10:00 AM

EXHIBIT "A"

BEING a tract of land out of the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 153, in the City of Plano, Collin County, Texas and being part of the 118.062 acre tract of land described in deed to Copacabana Corporation, Inc., recorded in Volume 3365, Page 135 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found replaced with a monument set in concrete in the south line of PRESTON CREEK ADDITION, an addition to the City of Plano according to the plat thereof, recorded in Cabinet K, Slide 604 of the Map Records of Collin County, Texas for the northwest corner of the 9.3831 acre tract of land described in deed to Frisco Independent School District, recorded in Volume 4259, Page 156 of the Land Records of Collin County, Texas and the beginning of a curve to the right having a central angle of 31°07'54", a radius of 1590.00 feet and a chord bearing and distance of South 07°18'02" West, 853.34 feet;

THENCE southerly with the west line of said 9.3831 acre tract and said curve, an arc distance of 863.92 feet to a 5/8" iron rod found with a red plastic cap stamped "PBS&J, INC." (hereinafter called 5/8" iron rod found) for the southwest corner of said 9.3831 acre tract and the beginning of a non-tangent curve to the left having a central angle of 19°09'17", a radius of 1025.00 feet and a chord bearing and distance of South 80°14'42" East, 341.08 feet;

THENCE with the south line of said 9.3831 acre tract, the following courses and distances to wit: Easterly with said curve, an arc distance of 342.67 feet to a 5/8" iron rod found for corner; South 89°49'21" East, a distance of 189.95 feet to a 5/8" iron rod found in the west line of the 0.6564 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 97-0104372 of the Land Records of Collin County, Texas;

THENCE with the west line of said 0.6564 acre tract and the west line of the 0.1825 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 95-0004710 of the Land Records of Collin County, Texas, South 80°10'05" West, a distance of 789.14 feet to a 5/8" iron rod set for the southwest corner of said 0.1825 acre tract in the north right-of-way line of said Hedgcoxe Road from which a "X" cut in concrete found bears South 27°33'29" East, a distance of 62.58 feet;

THENCE with the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit: North 89°11'59" West, a distance of 68.50 feet to a 1/2" iron rod found for the beginning of a tangent curve to the left having a central angle of 44°10'37", a radius of 1055.00 feet and a chord bearing and distance of South 68°42'43" West, 793.44 feet; Southwesterly with said curve, an arc distance of 813.44 feet to a 5/8" iron rod set for corner;

THENCE leaving the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit: North 43°42'27" West, a distance of 531.19 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left having a central angle of 01°32'49", a radius of 1345.00 feet and a chord bearing and distance of North 44°28'51" West, 35.31 feet; Northwesterly with said curve, an arc distance of 35.31 feet to a 5/8" iron rod set for corner; South 46°17'33" West, a distance of 946.66 feet to a replaced with a monument set in concrete in the east right-of-way line of Ohio Drive (85' ROW) dedicated to the City of Plano according to the plat thereof recorded in Cabinet F, Slide 607 of the Map Records of Collin County, Texas;

THENCE with the east right-of-way line of said Ohio Drive, the following courses and distances to wit: North 38°10'51" West, a distance of 480.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right having a central angle of 02°25'37", a radius of 1357.49 feet and a chord bearing and distance of North 36°58'01" West, 57.50 feet; Northerly with said curve, an arc distance of 57.50 feet to a 5/8" iron rod set for corner;

THENCE leaving the east right-of-way line of said Ohio Drive, the following courses and distances to wit: North 31°41'29" East, a distance of 124.54 feet to a 5/8" iron rod set for corner; North 37°04'06" East, a distance of 312.06 feet to a 5/8" iron rod set for corner; North 21°58'46" East, a distance of 218.34 feet to a 5/8" iron rod set for corner; North 05°13'25" East, a distance of 82.37 feet to a 5/8" iron rod set for corner; North 27°59'41" East, a distance of 90.57 feet to a 5/8" iron rod set for corner; North 55°44'39" East, a distance of 255.73 feet to a 5/8" iron rod set for corner; North 28°50'52" East, a distance of 130.87 feet to a 5/8" iron rod set for corner; North 02°05'37" West, a distance of 253.41 feet to a 5/8" iron rod set for corner; North 19°39'39" East, a distance of 191.10 feet to a 5/8" iron rod set for corner; North 44°58'41" East, a distance of 86.57 feet to a 5/8" iron rod set for corner; North 09°13'34" East, a distance of 56.09 feet to a 5/8" iron rod set for corner; North 22°07'21" East, a distance of 135.97 feet to a 5/8" iron rod set for corner; North 04°57'38" East, a distance of 162.13 feet to a 5/8" iron rod set in the south line of the 28.3107 acre tract of land described in deed to SH 121-Preston LP, recorded in Volume 4321, Page 4854 of the Land Records of Collin County, Texas from which a " " iron rod found for the northwest corner of the beforementioned 118.062 acre tract bears North 89°11'54" West a distance of 12.50 feet;

THENCE with the south line of said 28.3107 acre tract and the south line of said PRESTON CREEK ADDITION, South 89°11'54" East, a distance of 950.41 feet to the POINT OF BEGINNING and containing 64.4710 acres of land.

Bearing system based on City of Plano Horizontal Control Station F-9 and true north.

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**Bylaws**  
**Crystal Creek Homeowners Association, Inc.**

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BY-LAWS

CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The following words when used in these by-laws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Act" shall mean and refer to the Texas Non-Profit Corporation Act, Articles 1396-1.01 through 1396-11.01, Vernons Tex. Ann. Civil Statutes, and all amendments and additions thereto.

"ARC" shall mean the Architectural Review Committee established pursuant to the provisions of Article VI of the Declaration.

"Association" shall mean and refer to CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation.

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

"Declarant" shall mean and refer to Copacabana corporation, Inc., a Panamanian corporation, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Declarant any of Declarant's rights hereunder, or a portion thereof, as Declarant, conveyed by an instrument expressly assigning such rights of Declarant to such assignee.

"Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Real Property Records of Collin County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

"Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is shown as a lot thereon and which is or is to be improved with a residential dwelling.

"Member" shall mean and refer to each Owner as provided herein in Article IX and Article X.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any

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mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Properties" shall mean and refer to the land and premises in the City of Plano, Collin County, Texas, containing approximately 64.4710 acres of land and known as "CRYSTAL CREEK", a residential subdivision comprised of 170 single family building lots, public streets and related amenities, as more particularly described on Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration (as hereinafter defined).

## ARTICLE II

### OFFICES

Section 1. The registered office of the Association shall be located in the City of Dallas, County of Dallas, State of Texas, or such other location as may be hereafter designated by the Association.

Section 2. The Association may also have offices at such other places, within and without the State of Texas, as the board of directors may from time to time determine or as the business of the Association may require.

## ARTICLE III

### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record, to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the board of directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the board of directors governing the use of the Common Properties and facilities.

## ARTICLE IV

## PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Use of Properties. Each Member shall be entitled to the use and enjoyment of the properties and facilities owned by the Association from time to time as provided in the Declaration. Any Member may delegate his rights of enjoyment of properties and facilities to the members of his family, his tenants or contract purchasers, who reside on his Lot. Such Member shall notify the secretary in writing of the name of any such designee. The rights and privileges of such designee are subject to suspension to the same extent as those of the Member.

## ARTICLE V

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors until the annual meeting in 2003, and thereafter the number of directors shall be established by the Board at each annual meeting, which number shall never be less than three (3) nor more than five (5).

Section 2. Election. At the first annual meeting in 2002 and each annual meeting thereafter until the directors are elected by the Class A Members, the Class B Members shall elect three directors for a term of one (1) year each. At the first annual meeting following the date upon which all directors are to be elected solely by Class A Members, the Class A Members shall elect five directors who shall serve for the following terms:

The three directors receiving the highest number of votes shall each serve for a term of two years, and the remaining two directors shall each serve for a term of one year.

At each annual meeting thereafter, the Class A Members shall elect new directors to fill any vacancy created by expired terms of existing directors in a manner so that the Corporation will at all times have five directors, all of whom shall have two-year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written

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approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days written notice delivered to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the board of directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of directors shall have power to:

- (a). Adopt and publish rules and regulations governing the use of the properties and facilities of the Association, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b). Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c). Declare the office of a Member of the board of directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the board of directors; and
- (d). Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a). Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b). Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c). As more fully provided herein, and in the Declaration, to:
  - (i). Fix the amount of the annual assessment against each Lot in advance of each annual assessment period, and fix the amount of all special assessments and default assessments as provided in Article III of the Declaration; and
  - (ii). Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d). Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e). Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f). Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g). Cause the Areas of Common Responsibility to be maintained as provided in the Declaration.

## ARTICLE IX

### COMMITTEES

Section 1. The Architectural Review Committee and other Committees The board of directors shall appoint the ARC, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the board of directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a). A Recreation Committee which shall advise the board of directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b). A Maintenance Committee which shall advise the board of directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;
- (c). A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the board of directors, make such public releases and announcements as are in the best interests of the Association; and
- (d). An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8 hereof. The Treasurer shall be an ex officio member of the Committee.

Section 2. Complaints from Members It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or office of the Association as is further concerned with the matter presented.

## ARTICLE X

## MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the Members for the election of directors shall be held at the offices of the Association in the City of Dallas, State of Texas, or at such other location within the State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Meetings of Members for any other purpose may be held at such place, within or without the State of Texas, and at such time as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. Annual meetings of Members, commencing with the year 2002 shall be held on the second Tuesday of May if not a legal holiday, and if a legal holiday, then on the next secular day following at 7:00 p.m., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the president or the board of directors or by the secretary upon written request of Members entitled to cast one-fourth (1/4) of all of the votes of the entire membership or who are entitled to cast one-fourth (1/4) of the votes of the Class A membership.

Section 4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than twenty days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting.

Section 5. Purpose. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. Quorum. The presence at any meeting of Members entitled to cast one-fourth (1/4) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration or the Articles. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration or the Articles.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these By-Laws. At each election for directors every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Association are expressly prohibited from cumulating their votes in any election for directors of the Association.

Section 9. Proxy. A Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than one year (12 months) months from the date of its execution.

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the Meeting.

Section 11. Record Date. The board of directors may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Members, as a record date for the determination of the Member entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the number of the Members whose vote is required for the approval of the subject-matter thereof, and such consent shall have the same force and effect as a vote taken at a meeting of Members.

Section 13. Conflict. Any conflict between one or more provisions of these By-Laws and one or more provisions of the Articles shall be resolved in favor of the provision(s) set forth in the Articles.



## ARTICLE XI

## OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the board of directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the board of directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board of directors, shall sign all checks and promissory notes of the Association, keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meeting, a copy of each of which shall be made available to each Member upon request.

## ARTICLE XII

## ASSESSMENTS

The rights of membership in the Association are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article V of the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

## ARTICLE XIII

## BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the

By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XIV

##### CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, State of Texas." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

#### ARTICLE XV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XVI

##### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE XVII

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association may indemnify an officer or director who was, is, or is threatened to be made a named defendant or respondent in a proceeding because such person is or was a director of officer if it is determined, in accordance with the provisions of Article 1396-2.22A of the Act, as the same may be amended from time to time, that the person:

- (a). conducted himself or herself in good faith;

(b). reasonably believed:

(i). In the case of conduct in his or her official capacity as a director or officer of the Association, that his or her conduct was in the Association's best interests; and

(ii). In all other cases, that his or her conduct was at least not opposed to or detrimental to the Association's best interests.

(c). In the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Any indemnification made under the provisions of this Article XVII shall be made in accordance with the provisions of the Act.

IN WITNESS WHEREOF, we, being all of the directors of the CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 25<sup>th</sup> day of April, 2001.

Don R. Plunk  
 DON R. PLUNK

James R. Wills III  
 JAMES R. WILLS III

Jeff Bleggy  
 JEFF BLEGGY

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, and;

THAT the foregoing By-Laws constitute the original BY-LAWS of said Association, as duly adopted by written consent of the board of directors thereof, dated the 25<sup>th</sup> day of April, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of said Association this 25<sup>th</sup> day of April, 2001.

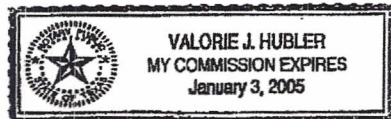
Don R. Plunk  
 Don R. Plunk, Secretary

4909 2609

STATE OF TEXAS

COUNTY OF COLLIN }

THIS instrument was acknowledged before me on the 25 day of April 2001, by DON R. PLUNK, as Secretary of The Crystal Creek Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



*Valorie J. Hubler*  
Notary Public in and for the  
STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Copacabana Corporation, Inc.  
c/o Don R. Plunk  
5001 Spring Valley Road, Suite 1100-W  
Dallas, Texas 75244

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

EXHIBIT "A"

BEING a tract of land out of the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 153, in the City of Plano, Collin County, Texas and being part of the 118.062 acre tract of land described in deed to Copacabana Corporation, Inc., recorded in Volume 3365, Page 135 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found replaced with a monument set in concrete in the south line of PRESTON CREEK ADDITION, an addition to the City of Plano according to the plat thereof, recorded in Cabinet K, Slide 604 of the Map Records of Collin County, Texas for the northwest corner of the 9.3831 acre tract of land described in deed to Frisco Independent School District, recorded in Volume 4259, Page 156 of the Land Records of Collin County, Texas and the beginning of a curve to the right having a central angle of 31°07'54", a radius of 1590.00 feet and a chord bearing and distance of South 07°18'02" West, 853.34 feet;

THENCE southerly with the west line of said 9.3831 acre tract and said curve, an arc distance of 863.92 feet to a 5/8" iron rod found with a red plastic cap stamped "PBS&J, INC." (hereinafter called 5/8" iron rod found) for the southwest corner of said 9.3831 acre tract and the beginning of a non-tangent curve to the left having a central angle of 19°09'17", a radius of 1025.00 feet and a chord bearing and distance of South 80°14'42" East, 341.08 feet;

THENCE with the south line of said 9.3831 acre tract, the following courses and distances to wit:  
Easterly with said curve, an arc distance of 342.67 feet to a 5/8" iron rod found for corner;  
South 89°49'21" East, a distance of 189.95 feet to a 5/8" iron rod found in the west line of the 0.6564 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 97-0104372 of the Land Records of Collin County, Texas;

THENCE with the west line of said 0.6564 acre tract and the west line of the 0.1825 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 95-0001710 of the Land records of Collin County, Texas, South 00°10'05" West, a distance of 789.14 feet to a 5/8" iron rod set for the southwest corner of said 0.1825 acre tract in the north right-of-way line of said Hedgcoxe Road from which a "X" cut in concrete found bears South 27°33'29" East, a distance of 62.58 feet;

THENCE with the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit:  
North 89°11'59" West, a distance of 68.50 feet to a 1/2" iron rod found for the beginning of a tangent curve to the left having a central angle of 44°10'37", a radius of 1055.00 feet and a chord bearing and distance of South 68°42'43" West, 793.44 feet;  
Southwesterly with said curve, an arc distance of 813.44 feet to a 5/8" iron rod set for corner;

THENCE leaving the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit:  
North 43°42'27" West, a distance of 531.19 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left having a central angle of 01°32'49", a radius of 1345.00 feet and a chord bearing and distance of North 44°28'51" West, 36.31 feet;  
Northwesterly with said curve, an arc distance of 36.31 feet to a 5/8" iron rod set for corner;  
South 46°17'33" West, a distance of 946.66 feet to a replaced with a monument set in concrete in the east right-of-way line of Ohio Drive (85' ROW) dedicated to the City of Plano according to the plat thereof recorded in Cabinet F, Slide 607 of the Map Records of Collin County, Texas;

THENCE with the east right-of-way line of said Ohio Drive, the following courses and distances to wit:  
North 38°10'51" West, a distance of 480.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right having a central angle of 02°25'37", a radius of 1357.49 feet and a chord bearing and distance of North 36°58'01" West, 57.50 feet;  
Northerly with said curve, an arc distance of 57.50 feet to a 5/8" iron rod set for corner;

THENCE leaving the east right-of-way line of said Ohio Drive, the following courses and distances to wit:  
North 31°41'29" East, a distance of 124.54 feet to a 5/8" iron rod set for corner;  
North 37°04'06" East, a distance of 312.06 feet to a 5/8" iron rod set for corner;  
North 21°58'46" East, a distance of 218.34 feet to a 5/8" iron rod set for corner;  
North 05°13'25" East, a distance of 82.37 feet to a 5/8" iron rod set for corner;  
North 27°59'41" East, a distance of 90.57 feet to a 5/8" iron rod set for corner;  
North 55°44'39" East, a distance of 255.73 feet to a 5/8" iron rod set for corner;  
North 28°50'52" East, a distance of 130.87 feet to a 5/8" iron rod set for corner;  
North 02°05'37" West, a distance of 253.41 feet to a 5/8" iron rod set for corner;  
North 19°39'39" East, a distance of 191.10 feet to a 5/8" iron rod set for corner;  
North 44°58'41" East, a distance of 86.57 feet to a 5/8" iron rod set for corner;  
North 09°13'34" East, a distance of 56.09 feet to a 5/8" iron rod set for corner;  
North 22°07'21" East, a distance of 135.97 feet to a 5/8" iron rod set for corner;  
North 04°57'38" East, a distance of 162.13 feet to a 5/8" iron rod set in the south line of the 28.3107 acre tract of land described in deed to SH 121-Preston LP, recorded in Volume 4321, Page 4854 of the Land Records of Collin County, Texas from which a "iron rod found for the northwest corner of the beforementioned 118.062 acre tract bears North 89°11'54" West a distance of 12.50 feet;

THENCE with the south line of said 28.3107 acre tract and the south line of said PRESTON CREEK ADDITION, South 89°11'54" East, a distance of 950.41 feet to the POINT OF BEGINNING and containing 64.4710 acres of land.

Bearing system based on City of Plano Horizontal Control Station F-9 and true north.

**CC&Rs**  
**Crystal Creek Homeowners Association, Inc.**

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

4909 2612

2001-0049329

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

**CRYSTAL CREEK**

An Addition to the City of Plano

Collin County, Texas



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AN ADDITION TO THE CITY OF PLANO, TEXAS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CRYSTAL CREEK  
AN ADDITION TO THE CITY OF PLANO, TEXAS

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF COLLIN           §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), made on the date hereinafter set forth by COPACABANA CORPORATION, INC., a Panamanian corporation ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the City of Plano, County of Collin, State of Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

WHEREAS, Declarant desires to create an exclusive residential community to be known as CRYSTAL CREEK on the Property and such other property as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant and each Owner (hereinafter defined) thereof.

ARTICLE I

DEFINITIONS

1.1 ASSOCIATION. "Association" shall mean and refer to the CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC., a Texas not-for-profit corporation to be established for the purposes set forth herein, its successors and assigns, the vehicle and agency which will have the power, duty and responsibility of maintaining and administering the Areas of Common Responsibility, collecting the disbursements and charges hereinafter prescribed, and administering and enforcing this Declaration. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association; at a point in time

deemed appropriate by the Declarant, consistent with the objectives herein and the circumstances then existing, the Declarant will cause the Association to be incorporated as a non-profit corporation under the name set forth above (or another name depending on availability).

1.2 AREAS OF COMMON RESPONSIBILITY. "Areas of Common Responsibility" shall mean the subdivision perimeter landscaping and screening wall, all as shown on the Subdivision Plat (hereinafter defined) of the Property, and such other improvements, areas or tracts, if any, including screening walls and fencing, entrance monuments and signs and landscaping, as may be designated by the Declarant or the Board of Directors (herein so called) of the Association.

1.3 CITY OR TOWN. "City" shall mean the City of Plano, Texas.

1.4 DECLARANT. "Declarant" shall mean and refer to Copacabana Corporation, Inc., a Panamanian corporation and its successors and assigns, or the Crystal Creek Homeowner's Association, Inc., where Declarant has expressly provided for the transfer and assignment of its rights as Declarant hereunder. No person or entity purchasing one or more Lots (hereinafter defined) in the ordinary course of business shall be considered as "Declarant".

1.5 HOME. "Home" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.

1.6 LIENHOLDER OR MORTGAGEE. "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

1.7 LOT. "Lot" shall mean and refer to a portion of the Property designated as a Lot on the Subdivision Plat of the Property, excluding common areas, streets, alleys and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.

1.8 MEMBER. "Member" shall mean and refer to every person or entity that holds membership in the Association. The Declarant and each Owner shall be a Member.

1.9 OPEN SPACE. "Open Space" shall mean the Areas of Common Responsibility as defined herein and any land which shall be owned by the Association and designated as such on any recorded Plat of the Property.

1.10 OWNER. "Owner" shall mean and refer to the record Owner, other than Declarant, whether one (1) or more persons or entities, of a fee simple title to any Lot and shall include the fee owner and homebuilder, but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.11 PROPERTY, PREMISES OR DEVELOPMENT. "Property", "Premises" or "Development" shall mean and refer to all of that certain real property known as CRYSTAL CREEK,

according to the plat thereof as recorded in Volume M, Page 556 of the Map Records of Collin County, Texas and more particularly described on Exhibit "A" hereto and made a part hereof for all purposes, and additions or deletions thereto as permitted by this Declaration.

1.12 SUBDIVISION PLAT. "Subdivision Plat" shall mean or refer to the map or plat of the Property which has been filed in the Map or Plat Records of the county in which the Property is located, and as same may be amended from time to time.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 PROPERTY. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration. Every Owner shall be responsible to the Association and to the other Owners for the conduct of his family, guests, employees, agents, contractors, tenants and its tenants' family, guests, employees, agents and contractors on the Property and their compliance with the provisions of this Declaration. Nothing contained in this Declaration shall be understood or construed to prohibit or interfere with any rights, reservations or easements expressly granted herein to Declarant.

2.2 ADDITIONS TO THE PROPERTY. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property, whether residential property, Areas of Common Responsibility or otherwise, to the scheme of this Declaration, ~~without the consent of the Members~~, by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions (a "Supplementary Declaration") which shall extend the scheme of this Declaration to such property.

(b) In the event any person or entity other than the Declarant desires to add or annex additional real property to the scheme of this Declaration, such annexation proposal must have the prior written consent and approval of the majority of the outstanding votes of the Association, regardless of class.

(c) The annexations authorized by this Declaration shall be accomplished by executing and filing of record in the office of the county clerk of the county in which the Property is located a Supplementary Declaration or similar instrument with respect to the additional real property which shall extend the plan of this Declaration to such real property. Any Supplementary Declaration may contain such additions, deletions and/or modifications with respect to the additional property to the provisions of this Declaration as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration modify or add to the provisions of this Declaration as same relate to and affect the Property previously subject to this Declaration. Further, the rate of Assessment for and method of determining the assessed valuation of the annexed property shall not result in an Assessment substantially less than that affecting the Property previously subject to this Declaration, unless such annexed property and the owners thereof do not enjoy substantially all of the benefits of the Owners of the Property previously subject to this

Declaration. Any additions made pursuant to subsections (a) and (b) of this Section 2.2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

### ARTICLE III

#### CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC.

3.1 ESTABLISHMENT OF THE ASSOCIATION. The formal establishment of the Association will be accomplished by the filing of the Articles of Incorporation of the Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation of the Association.

3.2 BOARD OF DIRECTORS. The affairs of the Association shall be administered by a Board of Directors which shall consist of a minimum of three (3) members. The initial Board of Directors shall be appointed by Declarant, and as long as Declarant owns any Lot subject to this Declaration, Declarant shall be entitled to remove existing members from and appoint replacement members to the Board of Directors. After the Declarant no longer owns any Lot subject to this Declaration, the removal and appointment of the members of the Board of Directors shall be governed by the By-Laws for the Association.

3.3 ADOPTION OF BY-LAWS. By-Laws for the Association will be established and adopted by the Board of Directors of the Association.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

4.1 MEMBERSHIP. Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall automatically be a Member of the Association when created and each Owner must remain a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall then be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to Assessments which have accrued and remain unpaid prior to such transfer.

4.2 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

(a) Class "A". The Class "A" Members shall be all Owners. The Class "A" Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class "B". The Class "B" Member shall be Declarant or its successors or assigns. The Declarant shall be entitled to twenty (20) votes for each Lot it owns. Declarant shall cease to be a Class "B" Member and become a Class "A" Member entitled to one (1) vote for each Lot owned by Declarant when the total Class "A" votes outstanding exceeds the total Class "B" votes of Declarant.

4.3 NO CUMULATIVE VOTING. At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors of the Association shall determine the total number of votes outstanding and entitled to vote by the Members.

4.4 CONDUCT OF AFFAIRS PRIOR TO INCORPORATION. During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members, provided, however, that prior to incorporation, without the approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and By-laws, as the same may be amended from time to time.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

5.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges for maintenance, taxes and insurance, (ii) special assessments for capital improvements, (iii) individual special assessments levied against individual Owners to reimburse the Association for the extra cost for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, and (iv) a Transfer Fee (hereinafter defined) upon the closing of the sale of such Lot to such Owner (other than Declarant and home builders). Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of such Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors, however the lien upon the Lot shall continue until paid.

5.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property designated by the Association, and for the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association costs for all taxes, insurance, repair, replacement, maintenance and other



activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and any fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement reserves and the cost of maintaining other facilities, including, but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment of a reserve for repair, maintenance, and other charges as specified herein.

5.3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENT'S.

(a) Until January 1st of the year next following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment shall be \$250.00 per Lot.

(b) From and after January 1st of the year next following the conveyance of the first Lot to an Owner, the maximum regular annual Assessment may be increased by an amount up to fifteen percent (15%) over the preceding year's maximum regular annual Assessment solely by the Board of Directors. Any increase over and above fifteen percent (15%) of the previous year's maximum regular annual Assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 4.2 hereof) held by the Members at a meeting at which a quorum is present.

5.4 SPECIAL ASSESSMENTS. In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such special Assessment shall have the prior written approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 4.2 hereof) held by the Members at a meeting at which a quorum is present. Any special Assessment shall be prorated based on the period of time the Owner owns the Lot during such year.

5.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 5.3 AND 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 and 5.4 hereunder shall be given to all Members not less than ten (10) days nor more than twenty (20) days in advance of such meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, ONE subsequent meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5.6 UNIFORM RATE OF ASSESSMENT. Both the regular annual and any special assessments shall be assessed at a uniform rate for all Lots, and shall commence and be due in accordance with the provisions of Section 5.7 hereof. Each Owner shall pay one hundred percent (100%) of the established Assessment for each Lot owned. Declarant shall pay twenty-five percent (25%) of the established Assessment for each Lot it owns.

5.7 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.

(a) The obligation to pay regular annual Assessments provided for herein shall commence on the first day of January of the first year next following Declarant's conveyance of a Lot to an Owner. The Assessments shall be due on such payment dates as may be established by the Association. Assessments shall be due and payable on a semi-annual basis unless otherwise designated by the Association.

(b) As long as Declarant is a Class "B" Member pursuant to Section 4.2 hereof, Declarant shall pay any deficiency arising as a result of the costs incurred by the Association in fulfilling its obligations hereunder exceeding the amount of Assessments payable by the Owners; provided, however, in such event, Declarant shall not otherwise be required to pay Assessments as per Section 5.6 above with respect to Lots owned by Declarant; and further provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established regular annual Assessment for each Lot it owns. Notwithstanding any provision contained herein to the contrary, the amount of the deficiency which Declarant is responsible for pursuant to the preceding sentence shall not include any deficiency or deficit resulting from or attributable to the amount of delinquent Assessments which are due and owing by any Member to the Association (a "Member Delinquency"); however, the Declarant may, at the Declarant's option, advance to the Association such amounts as may be necessary to fund any Member Delinquency and the amount thereof, together with interest thereon at the rate of twelve percent (12%) per annum, shall be a demand obligation owing by the Association to the Declarant, and may be deducted by the Declarant from any of the Association's funds in the possession of Declarant, or may be offset against Declarant's future obligations with respect to Assessments. When Declarant becomes a Class "A" Member, (i) Declarant shall not be responsible for payment of any deficiency outlined above, and (ii) upon the next occurring regular or special Assessment, Declarant shall at that time commence making such regular annual and/or special Assessments pursuant to Sections 4.3 and 5.4 hereof calculated on the number of Lots Declarant then owns.

(c) The regular annual Assessment for the first Assessment year shall be fixed by the Association prior to the sale of the first Lot to an Owner. Except for the first Assessment year, the Association shall fix the amount of the annual Assessment at least thirty (30) days in advance of each Assessment year, which shall be on a calendar year basis; provided, however, that the Association shall have the right to adjust the regular annual Assessment upon thirty (30) days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 5.3 hereof. Written notice of the regular annual Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed either by the President, Vice President or the Treasurer of the Association setting forth whether the annual and special Assessments on a specified Lot have been paid and/or the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment or delinquency of any Assessment therein stated.

(d) No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Open Space or by abandonment of such Owner's Home.

5.8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

(a) All payments of Assessments shall be made to the Association at its principal place of business in Dallas County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Property. All Assessments together with late charges, service charges and interest thereon, shall be a continuing debt secured by and there is hereby impressed a lien against each of the Lots to secure repayment of the Assessments and such other sums.

(b) Any Assessment provided for in this Declaration, which is not paid when due, shall be delinquent. If any such Assessment is not paid within fifteen (15) days after the due date of such Assessment, the Assessment shall bear interest from the date of delinquency, until paid, at the maximum rate per annum allowed by law or eighteen percent (18%) per annum, whichever is less, and in addition thereto, a late charge may be assessed by the Board of Directors against the non-paying Owner for each month that any portion of any Assessment remains unpaid. The initial late charge shall be \$20.00. Such amount may be adjusted from time to time by the Board of Directors. The Board of Directors may also assess a service charge in the amount of \$20.00 for each check that is returned because of insufficient funds, which amount shall also be subject to adjustment from time to time by the Board of Directors. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same; or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 5.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include accrued interest and reasonable attorney's fee, together with the costs of such action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against an Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce or attempt to enforce the collection of any Assessment.

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the county or counties in which such Lots is located. Said notice of claim must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof,

the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

(d) Any such sale provided for above is to be conducted in accordance with the provisions applicable for the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas, or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and, upon successful bid at such sale, acquire and hold, lease, mortgage and convey the same.

(e) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a reasonable fee, to be determined by the Association for the preparation and recording the lien and the release.

(f) The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

5.9 TRANSFER FEES. Each purchaser of a Lot (other than Declarant and the "initial" home builder) shall pay to the Association a Transfer Fee (herein so called) in an amount equal to Seventy Five and No/100 Dollars (\$75.00), or such other amount as may be established by the Association from time to time, at the closing of the sale of such Lot to such Owner. Such Transfer Fee shall be due and payable to and shall be collected by the Association with respect to a Lot at the time of each and every transfer of title for such Lot, except the "initial" lot sale to the first home builder.

5.10 SUBORDINATION OF THE LIEN TO FIRST MORTGAGES. The lien securing the Assessments and other charges provided for herein shall be subordinate to the lien of any first lien mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

5.11 MANAGEMENT AGREEMENTS. The Association shall be authorized to enter into management agreements with third parties in connection with the operation and management of the Association and the performance of its obligations hereunder. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled with or without cause and without penalty.

by either party with thirty (30) days written notice. Any and all management agreements shall be for a term not to exceed one (1) year and shall be made with a professional and responsible party or parties with proven management skills and experience managing a project of this type. The Association may, at its discretion, assume self-management of the Property.

5.12 INSURANCE REQUIREMENTS. The Association through the Board of Directors, or its duly authorized agent, shall obtain insurance policies covering the Areas of Common Responsibility and covering all damage or injury caused by any negligence of the Association, any of its employees, officers, directors and/or agents, commercial general liability insurance, directors and officers liability insurance, and such other insurance as the Association may from time to time deem necessary or appropriate.

## ARTICLE VI

### OPEN SPACE

6.1 USE OF OPEN SPACE. The Declarant and/or Association shall be entitled to construct such improvements on the Open Space as the Declarant and/or Association may deem appropriate, subject to any limitations set forth on the Subdivision Plat and to requirements of the City. The foregoing shall not imply any obligation on the part of the Declarant or the Association to provide any particular enhancement to the Open Space or render the Association in any way responsible for the actions of any Members or other parties on or in connection with the Open Space, unless such actions are undertaken at the written instructions of the Association. The Association shall have the following rights with regard to the Open Space:

(a) the right to dedicate or transfer all of any part of the Open Space to any public agency or authority subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless (i) an instrument of agreement to such dedication or transfer, signed Members entitled to vote two-thirds (2/3) of the outstanding votes of the Association is properly recorded in the Real Property Records of county or counties in which such Open Space is located, and (ii) a written notice of proposed action under this Section is sent to every Owner not less than thirty (30) days, nor more than sixty (60) days in advance of said action;

(b) the right to borrow money to be secured by a lien against the Open Space. However, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

(c) the right to enter upon and make rules and regulations relating to the use of the Open Space.

6.2 TITLE TO THE OPEN SPACE. The Declarant shall dedicate and convey to the Association (at such time Declarant shall deem appropriate but in any event within one year after the initial conveyance of a Lot to an Owner), without consideration, the fee simple title to the Open Space owned by Declarant free and clear of monetary liens and encumbrances other than those created in this Declaration.

## ARTICLE VII

## ARCHITECTURAL REVIEW COMMITTEE

7.1 CONSTRUCTION. No building or structure, fence, wall, parking area, swimming pool, spa, pole, mail box, driveway, fountain, pond, tennis court, sign, exterior illumination, change in exterior color or shape, new structure or modification of an existing structure shall be commenced, erected or maintained upon any Lot or patio or garage used in connection therewith, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same are submitted to and approved in writing by the Architectural Review Committee (the "Committee" as hereinafter defined). The following shall be submitted for approval: a site plan showing the entire Lot with existing improvements, floor plan and elevations of all faces of the proposed structure; and a description of all exterior construction materials. NO CONSTRUCTION, ALTERATION, CHANGE OR MODIFICATION SHALL COMMENCE UNTIL APPROVAL OF THE COMMITTEE IS OBTAINED (EITHER THROUGH WRITTEN NOTICE OR WAIVER OF DISAPPROVAL AS NOTED BELOW).

7.2 PLANS AND SPECIFICATIONS. Plans and specifications for all proposed improvements shall be submitted to the Committee at least thirty (30) days prior to the commencement of any construction or modification, a copy of which shall be retained by the Committee. The Committee shall review the plans and specifications and notify the Owner in writing of its approval or disapproval. If the Committee fails to approve or disapprove said plans and specifications within thirty (30) days after the same has been submitted to it, they will be deemed to have been approved by the Committee. Any disapproval shall set forth the elements disapproved and the reason or reasons thereof. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive and the Owner shall promptly correct the plans and specifications (if disapproved) and resubmit them for approval. The Committee may approve any waiver or deviation from the covenants, conditions and restrictions of this Declaration as the Committee, in its sole and absolute discretion, deems reasonable and consistent with the purpose hereof. No member of the Committee shall be personally liable to any Owner for any claims, causes of action or damages arising out of the denial of any submittal or grant of any deviation to an Owner. Future requests for deviations submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a deviation to any owner shall not constitute a waiver of the Committee's rights to strictly enforce the Declaration and the architectural standards provided herein against any other Owner. Approval by the Committee of the plans and specifications or its determination that the completed construction or modification has been constructed in accordance with the plans and specifications shall be deemed to be an acknowledgment by the Committee that such are in accordance with the covenants, conditions and restrictions of this Declaration and such acknowledgment shall be binding against the Owners of the Lots and the Property. Notwithstanding anything to the contrary contained herein, once a particular set of plans and specifications submitted by a homebuilder (which for purposes hereof shall be defined as any entity or person in the business of constructing single family residences for the purpose of sale to third parties) has been approved by the Committee, or deemed approved, such homebuilder may construct homes in the Development on any Lot in accordance with such plans and specifications without the necessity of obtaining subsequent approvals therefor, so long as there are no major material changes in such plans and specifications.

7.3 THE COMMITTEE. The Committee shall be composed of three (3) representatives appointed by Declarant (during such time Declarant owns any Lot) and thereafter by the Association. For so long as Declarant owns a Lot, as vacancies in the Committee occur by resignation or otherwise, successor members shall be appointed by Declarant. Thereafter, the members of the Committee shall be appointed by the Board of Directors of the Association on an annual basis. In the event that the Board of Directors fails to designate members of the Committee within thirty (30) days after any vacancy appears thereon, then the remaining members of the Committee shall be entitled to appoint a successor to fill any vacancy for the remainder of such annual term. Members of the Committee may at any time and without cause, be removed by Declarant, or in accordance with the parameters above, by the Board of Directors of the Association. Neither the Declarant, the Association, the Board, the Committee nor any employees, officers, directors or members thereof shall be personally liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications. Any errors in or omissions from the plans or the site plan submitted to the Committee shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other issue.

#### ARTICLE VIII

##### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

8.1 RESIDENTIAL USE. The Property shall be used for single-family residential detached housing purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two (2) stories in height, or such lower height required under applicable law, and a private garage as provided below, which residence shall be constructed to comply with Minimum Property Standards of the Federal Housing Authority ("FHA") unless otherwise approved in writing by the Committee.

8.2 SINGLE-FAMILY USE. Each residence shall be limited to occupancy by only ONE family consisting of persons related by blood, adoption or marriage or no more than three (3) unrelated persons residing together as a single housekeeping unit, in addition to any household or personal servant staff.

8.3 GARAGE REQUIRED. Each residence shall have an enclosed garage suitable for parking a minimum of two (2) standard size automobiles (in accordance with the Minimum Property Standards of the U.S. Department of Housing and Urban Development). The garage shall conform in design and materials with the main structure. All garage doors shall be closed at all times when not in use. No garage constructed to comply herewith shall be converted or reconstructed for use as living space unless an alternate garage structure is constructed elsewhere on the Lot. No open sided "car ports" shall be permitted.

8.4 RESTRICTIONS ON RESUBDIVISION. No Lot or assembly of Lots shall be subdivided into more Lots than the original Lot or assembly of Lots. Any subdivision of any Lot or Lots shall not result in any Lot so subdivided being less than the minimum Lot size allowed under the current zoning allowable of the Development by the City.

8.5 DRIVEWAYS. All driveways shall be constructed of concrete or alternative masonry construction if approved in writing by the Committee. Circular driveways located within the front yard setback area shall be permitted.

8.6 USES SPECIFICALLY PROHIBITED.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment which may be placed on a Lot only in places which are not visible from any street shall be permitted on any Lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked overnight or for storage in the driveway or front yard of any dwelling or parked overnight on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless reasonable concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked while in use for the construction, maintenance or repair of a residence on any Lot.

(c) Trucks with tonnage in excess of one and one-half (1.5) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports noxious, flammable or explosive cargo may be kept or parked overnight on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (including those with attached bed campers) that are in operating condition and have current license plates and inspection stickers.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, underground tank or structure or other out-building shall be used on the Property at any time



as a dwelling house; provided, however, that any builder may maintain and occupy (for the purpose implied), model homes, sales offices and construction trailers during the construction period, but not as a residence.

(g) No oil or natural gas drilling, development, operation and/or refining or quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall gas or oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other generally accepted domestic animals may be kept as household pets. No animals of any kind or character shall be raised, bred or kept for commercial purposes or for food stock within the Property. It is the purpose of these provisions to restrict the use of the Property so that no person shall house on the Premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the peace and quiet and health and safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined to the homeowner's rear yard within a secure fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or odor noxious to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system (i.e., well) shall be permitted on any Lot.

(k) No individual sanitary waste treatment system shall be permitted on any Lot.

(l) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any Owner, tenant or other person prior to the erection of a residence.

(m) No air-conditioning apparatus shall be installed on the ground or attached to the front wall or window of a residence on any Lot. No evaporative cooler or cooling fan shall be installed on the front wall or window of any residence on any Lot.

(n) Except with the written permission of the Committee, no antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the Property, except antennas for AM or FM radio reception and UHF and VHF television

reception. Such antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee, one (1) antenna may be permitted to be attached to the roof of the main residential structure not to extend above said roof more than a maximum of six (6.0) feet and one (1) satellite dish or similar antenna for television reception may be placed in the rear yard of a Lot so long as it is completely screened from view from any adjacent street or other public area.

(o) No Lot or improvement thereon shall be used for a business use or for commercial or manufacturing purposes of any kind. No business activity shall be conducted on the Property which is incompatible with single family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales/construction office for so long as such builder is actively engaged in construction on the Property. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring, music or art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' peaceful use and enjoyment of their residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, ten (10) feet from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot for that area that is ten (10) feet from the intersection of a street right-of-way line with the edge of a residence driveway or alley pavement. No tree shall be permitted to remain within such distance at such intersections unless the foliage line is maintained at a minimum height of six (6) feet above the adjacent ground line.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected on the Property.

(r) Within easements on each Lot as designated on the Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage courses or which might obstruct or retard the flow of water through drainage courses.

(s) The general grading, slope and drainage plan of a Lot as established by the approved development plans may not be altered without the approval of the Committee and, (if over or along any easement reserved for public utilities and/or drainage purposes) the City and/or other appropriate agencies having authority to grant such approval.

(t) No sign of any kind or character shall be displayed to public view on any Lot except for one (1) professionally fabricated sign of not more than six (6) square feet advertising a Lot for rent or sale, or signs used by a builder to advertise the Lot during the construction and sales period. By acceptance of the conveyance of a Lot subject to this Declarant, such Owner does hereby grant to Declarant, the Association, their agents and/or assigns the right to remove any sign, billboard or other advertising apparatus that does not comply with the above, and in so doing same shall not be subject to any liability for trespass or any other liability in connection with such removal.

(u) Outdoor clothes lines and drying racks visible to adjacent Properties are prohibited. Owners or residents of Lots where the rear yard is not screened by solid fencing or other such enclosures shall construct a drying yard or other suitable enclosure or screening to shield from public view clothes drying racks, yard maintenance equipment and/or storage of materials.

(v) Except within fireplaces in the main residential dwelling and upon and within equipment for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

8.7 MINIMUM FLOOR AREA. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than one thousand eight hundred (1,800) square feet or the minimum floor area as specified by City zoning ordinance, whichever is greater.

8.8 BUILDING MATERIALS. The total exterior wall area (excluding windows, doors and gables) of each residence constructed on a Lot shall not be less than seventy percent (70%) brick, brick veneer, stone, stone veneer, or other masonry material approved by the Committee (but not less than the minimum percentage established by the City by ordinance or building code requirement). Windows, doors and other openings, gables and other areas above the top of the first floor top plate line are excluded from calculation of total exterior wall area. All roofing shall be a minimum "3-Tab", 200 lb/square material of the GenStar "Firescreen" type, or approved equal, in "Weathered Wood" or other Committee approved color and shall comply with minimum property requirements of the City. All residences shall have a minimum 7:12 roof pitch on the major roof sections of the dwelling structure.

8.9 SIDELINE AND FRONT LINE SETBACK REQUIREMENTS. No dwelling shall be located on any Lot nearer to the front, rear or any side lot line than the minimum setback lines shown on the Subdivision Plat or as designated by City ordinance.

8.10 WAIVER OF FRONT SETBACK REQUIREMENTS. With the written approval of the Committee, any building may be located further back from the front property line of a Lot than as required by setback lines as shown on the Recorded Plat, where, in the opinion of the Committee, the proposed location of the building will enhance the value and appearance of the dwelling on the Lot and will not negatively impact adjacent Lots.

8.11 FENCES AND WALLS. All fences and walls shall be constructed of masonry, brick, wood, wrought iron or other material approved by the Committee. **NO FENCE OR WALL ON ANY LOT SHALL EXTEND NEARER TO ANY STREET THAN THE FRONT OF THE RESIDENCE THEREON.** Except as otherwise SPECIFICALLY approved by the Committee, all street side yard fencing on corner Lots shall be set no closer to the abutting side street than the side yard setback line as shown on the Subdivision Plat. No portion of any fence shall exceed eight (8) feet in total height, measured from an adjacent ground line. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and support posts will be on the inside of the fence away from the street and are not visible from any public street.

8.12 SIDEWALKS. All walkways constructed along public rights-of-ways shall conform to the minimum property standards of the City.

8.13 MAILBOXES. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

8.14 CHIMNEY FLUES. Fireplaces and/or Chimneystacks on exterior walls shall be enclosed one hundred percent (100%) in brick or masonry on all faces visible to adjacent streets.

8.15 WINDOWS. Windows jambs and mullions shall be fabricated of anodized aluminum or wood. All aluminum or anodized metal windows on any front elevation of a residence shall have baked-on painted aluminum divided light windows (no mill finish).

8.16 LANDSCAPING. Landscaping of each Lot shall be completed within sixty (60) days after the construction of the dwelling unit is completed, subject to extension for delays caused by inclement weather. Landscaping shall include grassed and irrigated front and side yards, a minimum of ten (10) two (2) gallon shrubs, and a minimum of two (2) two and one-half inch (2-1/2") caliper trees.

## ARTICLE IX

### MAINTENANCE

9.1 Open Space and Areas of Common Responsibility. The Association shall operate, maintain, repair and replace as is deemed necessary by the Association all improvements including landscaping, irrigation systems and fencing within the Areas of Common Responsibility.

9.2 Duty of Maintenance. The Owners of each Lot and their tenants shall, at their sole cost and expense, keep their respective Lots and the improvements constructed thereon in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste, including the prompt removal of any pet waste or excrement deposited at any time on such Lot as needed to avoid the accumulation of waste or excrement and to maintain such Lot in an odor free and clean condition. The Association shall be entitled to promulgate rules and regulations as needed to implement the foregoing in the event the Association in its discretion deems it appropriate to do so;

- (b) Tree and shrub pruning, to the extent not the responsibility of the Association pursuant to other provisions of this Declaration;
- (c) Watering landscaped areas;
- (d) Keeping lawn and garden areas alive and attractive, free of weeds and other foreign growth, to the extent that such maintenance is not the responsibility of the Association pursuant to other provisions of this Declaration;
- (e) Complying with all government, health and police requirements;
- (f) Repair of exterior damages to improvements; and
- (g) Painting and repainting of improvements as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or Improvement as determined by the Committee. The approval of the Committee otherwise required herein shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any Improvements, nor the color of paint thereon is altered.

9.3 Destruction of Improvements on Individual Lots. In the event of damage or destruction (total or partial) of the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to commence all necessary repairs, reconstruction or removal of the damaged improvements within ninety (90) days of the date the damage occurs and to complete such repairs, reconstruction or removal within a reasonable time after the commencement of such work.

9.4 Enforcement. If, in the opinion of the Association, any such Owner or tenant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care or make arrangements with the Association for making the repairs and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance, including, in the case of damaged improvements, causing the improvements to be removed and the Lot cleared, without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and tenants of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual Assessment) and shall promptly reimburse the Association for such cost. Each Owner and tenant agrees by the purchase or occupation of the Lot, to pay such statement within fifteen (15) days following receipt thereof. The costs incurred by the Association pursuant to the provisions of this Section shall be secured by a lien which shall have the same attributes as the lien for Assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to, the right of foreclosure.

## ARTICLE X

## GENERAL PROVISIONS

10.1 EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved as shown on the Subdivision Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the Lot property lines to the residences located thereon. Declarant reserves the right to make changes in and additions to the easements for the purpose of the most efficient and economical installation of such improvements.

10.2 ENFORCEMENT. The Declarant or the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Association's By-Laws and Articles of Incorporation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party.

10.3 SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by passage of law, judgment or court order shall in no wise affect any other provision, all of which shall remain in full force and effect.

10.4 TERM. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Association, or any Owner of a Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, the then Owners of 67% of the Lots agree in writing to terminate or change this Declaration in whole or in part and such document of termination or change is recorded in the Real Property Records of the county or counties in which the Property is located.

10.5 AMENDMENTS. This Declaration may be amended or modified upon the express written consent of at least sixty-six and two thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 4.2 hereof) held by Members at a meeting at which a quorum is present, or by written consent by Members entitled to vote such percentage in lieu of a meeting. If required, written approval of the City shall also be obtained for any such amendment to this Declaration. NOTWITHSTANDING THE ABOVE PROVISION, FOR SO LONG AS DECLARANT OWNS A LOT IN THE DEVELOPMENT, THE WRITTEN CONSENT OF DECLARANT SHALL BE REQUIRED FOR ANY CHANGE, AMENDMENT OR ALTERATION OF THIS DECLARATION, WHICH CONSENT MAY BE WITHHELD BY DECLARANT IN ITS SOLE AND ABSOLUTE DISCRETION. Notwithstanding the foregoing, Declarant shall have the right to execute and record amendments to this Declaration without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical or scrivener's errors or for purposes of clarification, or for the purpose of releasing from this Declaration any property which may have been inadvertently added to or included within this Declaration. Any and all amendments hereto, if any, shall be recorded in the Real Property Records in the county or counties in which the Property is located.

10.6 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, legal entities or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

10.7 ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the Covenants, Conditions and Restrictions contained herein could cause irreparable injury to Declarant and/or the other Owners and that Declarant's and/or any other Owner's remedies at law for any breach of an Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Association, the Declarant, or any Owner against any person, persons or legal entity violating or attempting to violate them; and failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.8 NOTICES TO MEMBER / OWNER. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered as of the date deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. It shall be the obligation of any Member or Owner to maintain a current address for notification hereunder on file with the Association.

10.9 HEADINGS. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender and words in the singular shall be held to include the plural and visa versa unless the context requires otherwise.

10.10 FORMATION OF ASSOCIATION; INSPECTION OF DOCUMENTS, BOOKS AND RECORDS. Declarant shall form the Association as a non-profit corporation in accordance with the laws of the State of Texas. Management and governance of the Association shall be implemented and/or undertaken in accordance with its Articles of Incorporation, in accordance with this Declaration, and in accordance with the By-Laws which shall be adopted by the Association following its formation. The Association shall make available at reasonable cost copies of the Declaration, By-Laws, Articles of Incorporation and any rules or regulations governing the Association. All minute books, meeting and other records and financial statements of the Association shall be held available for inspection by any Owner or any Mortgagee during normal business hours or at such other reasonable times as the Board may approve.

10.11 INDEMNITY. The Association shall indemnify, defend and hold harmless Declarant, the Board of Directors, the Committee and each director, officer, employee and agent of Declarant, the Board of Directors and the Committee from all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including attorneys' fees) incurred by such indemnified person under or in connection with this Declaration or the operation of the Property to the fullest extent permitted by applicable law. The indemnification granted hereby shall include any and all matters arising as a result of sole or concurrent negligence of any indemnified party, to the extent permitted by applicable law.

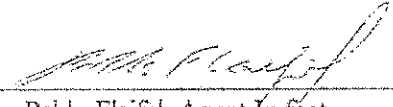
10.12 FAILURE OF ASSOCIATION TO PERFORM DUTIES. Should the Association fail to carry out its duties as specified in this Declaration, the City or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that are the responsibility of and cease to be maintained by the Association; to perform the duties of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration or of any applicable City codes or regulations; to assess the Association for all costs incurred by the City in performing said duties if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law, City codes or regulations. Should the City exercise the rights granted hereby as specified above, the Association shall indemnify and hold harmless the City, its employees, agents and or designees from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the City's performance of the aforementioned operations, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties. The obligations and duties described in this paragraph are defined as the sole obligations and duties of the Association, and no other party, including without limitation, Declarant or any Owner, shall have any liabilities or obligations in connection therewith.

10.13 DISPUTES. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

10.14 DISCLAIMER OF USURY. All provisions contained in this Declaration, whether now existing or hereafter arising, are hereby limited so that in no contingency or event whatsoever, shall the interest paid or agreed to be paid by any party to any other party exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable at a rate in excess of that permitted under applicable law, then, the interest so payable shall be reduced to the maximum amount permitted under applicable law, and if from any circumstance any party shall ever receive anything of value from any other party deemed interest by applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount of the debt and should such excessive interest exceed the unpaid balance of principal, such excess shall be refunded to the party paying same. All interest paid or agreed to be paid by any party or to any party shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal so that the rate of interest is uniform throughout the term of such debt. This Section 10.14 shall control all provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereof, has hereto set its hand this the 25<sup>th</sup> day of April, 2001.

COPACABANA CORPORATION, INC.  
a Panamanian corporation

By:   
Pablo Flaifel, Agent In fact



THE STATE OF FLORIDA §  
§  
COUNTY OF MIAMI-DADE §

This instrument was acknowledged before me on the 25 day of April, 2001, by PABLO FLAIFEL, Agent In Fact of Copacabana Corporation, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

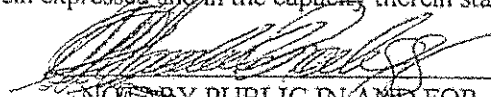
  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF FLORIDA  
MIRIAM MENDIETA-RODRIGUEZ  
MY COMMISSION # 00071407  
EXPIRES: September 24, 2003  
(Printed Name)  
Notary Public Underwriters

EXHIBIT "A"

BEING a tract of land out of the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 153, in the City of Plano, Collin County, Texas and being part of the 118.062 acre tract of land described in deed to Copacabana Corporation, Inc., recorded in Volume 3365, Page 135 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found replaced with a monument set in concrete in the south line of PRESTON CREEK ADDITION, an addition to the City of Plano according to the plat thereof, recorded in Cabinet K, Slide 604 of the Map Records of Collin County, Texas for the northwest corner of the 9.3831 acre tract of land described in deed to Frisco Independent School District, recorded in Volume 4259, Page 156 of the Land Records of Collin County, Texas and the beginning of a curve to the right having a central angle of 31°07'54", a radius of 1590.00 feet and a chord bearing and distance of South 07°18'02" West, 853.34 feet;

THENCE southerly with the west line of said 9.3831 acre tract and said curve, an arc distance of 863.92 feet to a 5/8" iron rod found with a red plastic cap stamped "PBSS&J, INC." (hereinafter called 5/8" iron rod found) for the southwest corner of said 9.3831 acre tract and the beginning of a non-tangent curve to the left having a central angle of 19°09'17", a radius of 1025.00 feet and a chord bearing and distance of South 60°14'42" East, 341.08 feet;

THENCE with the south line of said 9.3831 acre tract, the following courses and distances to wit: Easterly with said curve, an arc distance of 342.67 feet to a 5/8" iron rod found for corner; South 89°49'21" East, a distance of 189.95 feet to a 5/8" iron rod found in the west line of the 0.6564 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 97-0104372 of the Land Records of Collin County, Texas;

THENCE with the west line of said 0.6564 acre tract and the west line of the 0.1825 acre tract of land described in deed to the City of Plano for Rasor Road, recorded in Collin County Clerk's File No. 95-0001710 of the Land Records of Collin County, Texas, South 00°10'05" West, a distance of 789.14 feet to a 5/8" iron rod set for the southwest corner of said 0.1825 acre tract in the north right-of-way line of said Hedgcoxe Road from which a "X" cut in concrete found bears South 27°33'29" East, a distance of 62.58 feet;

THENCE with the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit: North 89°11'59" West, a distance of 68.50 feet to a 1/2" iron rod found for the beginning of a tangent curve to the left having a central angle of 44°10'37", a radius of 1055.00 feet and a chord bearing and distance of South 68°42'43" West, 793.44 feet; Southwesterly with said curve, an arc distance of 813.44 feet to a 5/8" iron rod set for corner;

THENCE leaving the north right-of-way line of said Hedgcoxe Road, the following courses and distances to wit: North 43°42'27" West, a distance of 531.19 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left having a central angle of 01°32'49", a radius of 1345.00 feet and a chord bearing and distance of North 44°28'51" West, 36.31 feet; Northwesterly with said curve, an arc distance of 36.31 feet to a 5/8" iron rod set for corner; South 46°17'33" West, a distance of 946.66 feet to a replaced with a monument set in concrete in the east right-of-way line of Ohio Drive (85' ROW) dedicated to the City of Plano according to the plat thereof recorded in Cabinet F, Slide 607 of the Map Records of Collin County, Texas;

THENCE with the east right-of-way line of said Ohio Drive, the following courses and distances to wit: North 38°10'51" West, a distance of 480.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right having a central angle of 02°25'37", a radius of 1357.49 feet and a chord bearing and distance of North 36°58'01" West, 57.50 feet; Northerly with said curve, an arc distance of 57.50 feet to a 5/8" iron rod set for corner;

THENCE leaving the east right-of-way line of said Ohio Drive, the following courses and distances to wit: North 31°41'29" East, a distance of 124.54 feet to a 5/8" iron rod set for corner; North 37°04'06" East, a distance of 312.06 feet to a 5/8" iron rod set for corner; North 21°58'46" East, a distance of 218.34 feet to a 5/8" iron rod set for corner; North 05°13'25" East, a distance of 82.37 feet to a 5/8" iron rod set for corner; North 27°59'41" East, a distance of 90.57 feet to a 5/8" iron rod set for corner; North 55°44'39" East, a distance of 255.73 feet to a 5/8" iron rod set for corner; North 28°50'52" East, a distance of 130.87 feet to a 5/8" iron rod set for corner; North 02°05'37" West, a distance of 253.41 feet to a 5/8" iron rod set for corner; North 19°39'39" East, a distance of 191.10 feet to a 5/8" iron rod set for corner; North 44°58'41" East, a distance of 86.57 feet to a 5/8" iron rod set for corner; North 09°13'34" East, a distance of 56.03 feet to a 5/8" iron rod set for corner; North 22°07'21" East, a distance of 135.97 feet to a 5/8" iron rod set for corner; North 04°57'38" East, a distance of 162.13 feet to a 5/8" iron rod set in the south line of the 28.3107 acre tract of land described in deed to SH 121-Preston LP, recorded in Volume 4321, Page 4854 of the Land Records of Collin County, Texas from which a " " iron rod found for the northwest corner of the beforementioned 118.062 acre tract bears North 89°11'54" West a distance of 12.50 feet;

THENCE with the south line of said 28.3107 acre tract and the south line of said PRESTON CREEK ADDITION, South 89°11'54" East, a distance of 950.41 feet to the POINT OF BEGINNING and containing 64.4710 acres of land.

Bearing system based on City of Plano Horizontal Control Station F-9 and true north.

4909 2639

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REACH, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND  
UNENFORCEABLE UNDER FEDERAL LAW  
(THE STATE OF TEXAS) (COUNTY OF COLLIN)  
I hereby certify that this instrument was FILED in the file number stamped on the date  
and the time stamped hereon by me, and was duly RECORDED, in the Official Public  
Records of Real Property of Collin County, Texas on

MAY 02 2001

*Helen Starnes*



Filed for Record in:  
Collin County, McKinney TX  
Honorable Helen Starnes  
Collin County Clerk

On May 02 2001  
At 1:10 PM

Doc/Num : 2001- 0049929

Recording/Type: \$ 63.00  
Receipt #: 13762

ARTICLES OF INCORPORATION  
OF  
CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC.

I, the undersigned natural person over the age of twenty-one (21) years and a citizen of the State of Texas, acting as Incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

DEFINITIONS

The following words when used in these Articles of Incorporation shall have the following meanings:

"Act" shall mean and refer to the Texas Non-Profit Corporation Act, Articles 1396-1.01 through 1396-11.01, Vernons Tex. Ann. Civil Statutes, and all amendments and additions thereto.

"Areas of Common Responsibility" shall mean and refer to the project signage and adjacent landscaping and irrigation systems located at all entrances to the Property.

"Corporation" shall mean and refer to the "CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.", the corporation incorporated hereunder.

"Declarant" shall mean and refer to Copacabana Corporation, Inc., a Panamanian corporation, its successors and any assignee (other than an Owner, as defined hereinunder) who shall receive by assignment, from said Declarant any of Declarant's rights hereunder, or a portion thereof, as Declarant, by instrument expressly assigning such rights of Declarant to such assignee.

"Declaration" shall mean and refer to that certain "Declaration of Covenants, Conditions and Restrictions" applicable to the Properties and recorded in the office of the County Clerk of Collin County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

"Landscape and Maintenance Easement" and "Wall and Maintenance Easement" shall mean those easements granted by Declarant to the Association as shown on subdivision plat of Crystal Creek, as recorded in the Map Records of Collin County, Texas.

"Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision plat of the Properties (as hereinafter defined) which is designated as a lot thereon and which is or intended to be improved with a residential dwelling.

"Member" shall mean and refer to each Owner as provided herein under Article Nine and Article Ten.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and,

(h) Nothing contained in these Articles of Incorporation shall grant any authority to any officer or director of the Corporation for the exercise of any powers which are inconsistent with limitations on any of the same which may be expressly set forth in the Act.

#### ARTICLE SIX

The address of the initial registered office of the Corporation is c/o HSM Development, Inc., 5001 Spring Valley Road, Suite 1100-W, Dallas, Texas 75244 and the name of its initial registered agent at such address is Don R. Plunk.

#### ARTICLE SEVEN

The business and affairs of the Corporation shall be managed by an initial Board of three (3) Directors. The number of directors may be later modified by amendment of the By-Laws of the Corporation, but shall in no event be less than three (3). The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

Don R. Plunk, Sam G. Kartalis, and James R. Wills, III,  
5001 Spring Valley Rd., Suite 1100-W  
Dallas, Texas 75244

At each annual meeting after the date of incorporation hereof and thereafter until the directors are elected by the Class A Members, the Class B Members shall elect three (3) directors for a term of one (1) year each. At the first annual meeting following the date upon which all directors are to be elected solely by Class A Members, the Class A Members shall elect five (5) directors who shall serve for the following terms:

The three directors receiving the highest number of votes shall each serve for a term of two years, and the remaining two directors shall each serve for a term of one year.

At each annual meeting thereafter, the Class A Members shall elect new directors to fill any vacancy created by expiring terms of existing directors in a manner so that the Corporation will at all times have five directors, all of whom shall have two-year terms.

#### ARTICLE EIGHT

The name and street address of the Incorporator of this corporation is:

Don R. Plunk, 5001 Spring Valley Rd., Suite 1100-W, Dallas, Texas 75244

#### ARTICLE NINE

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation.

#### ARTICLE TEN

The Corporation shall have two classes of voting membership:

CLASS A. Class A Members shall be all members with the exception of Declarant. Class

Collin County, Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration (as hereinafter defined).

## ARTICLE TWO

The name of the corporation is the CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.

## ARTICLE THREE

The Corporation is a non-profit corporation.

## ARTICLE FOUR

The period of its duration is perpetual.

## ARTICLE FIVE

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are: to provide for maintenance, preservation and architectural control of and to promote the health, safety and welfare of the residents of the Properties, and to preserve the beautification of the Properties, and for these other purposes:

- (a) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (b) To provide for cleanup and waste collection within the Properties when, in its opinion, same shall be necessary or appropriate to supplement and/or replace, if no longer available, such services provided by the City of Plano, Texas, and to otherwise supplement municipal services;
- (c) To maintain the Areas of Common Responsibility;
- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;
- (e) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against any property owned by the Corporation;
- (f) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (g) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties, provided, that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any Member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes), and no member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; and provided, further, that no part of the activities of the

## BY-LAWS

00500346 / STNT / 138 / VB

## CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC.

## ARTICLE I

## DEFINITIONS

The following words when used in these by-laws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Act" shall mean and refer to the Texas Non-Profit Corporation Act, Articles 1396-1.01 through 1396-11.01, Vernons Tex. Ann. Civil Statutes, and all amendments and additions thereto.

"ARC" shall mean the Architectural Review Committee established pursuant to the provisions of Article VI of the Declaration.

"Association" shall mean and refer to CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation.

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

"Declarant" shall mean and refer to Copacabana corporation, Inc., a Panamanian corporation, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Declarant any of Declarant's rights hereunder, or a portion thereof, as Declarant, conveyed by an instrument expressly assigning such rights of Declarant to such assignee.

"Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Real Property Records of Collin County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

"Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is shown as a lot thereon and which is or is to be improved with a residential dwelling.

"Member" shall mean and refer to each Owner as provided herein in Article IX and Article X.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any

mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Properties" shall mean and refer to the land and premises in the City of Plano, Collin County, Texas, containing approximately 64.4710 acres of land and known as "CRYSTAL CREEK", a residential subdivision comprised of 170 single family building lots, public streets and related amenities, as more particularly described on Exhibit "A" attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration (as hereinafter defined).

## ARTICLE II

### OFFICES

Section 1. The registered office of the Association shall be located in the City of Dallas, County of Dallas, State of Texas, or such other location as may be hereafter designated by the Association.

Section 2. The Association may also have offices at such other places, within and without the State of Texas, as the board of directors may from time to time determine or as the business of the Association may require.

## ARTICLE III

### MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record, to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the board of directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the board of directors governing the use of the Common Properties and facilities.



## ARTICLE IV

## PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Use of Properties. Each Member shall be entitled to the use and enjoyment of the properties and facilities owned by the Association from time to time as provided in the Declaration. Any Member may delegate his rights of enjoyment of properties and facilities to the members of his family, his tenants or contract purchasers, who reside on his Lot. Such Member shall notify the secretary in writing of the name of any such designee. The rights and privileges of such designee are subject to suspension to the same extent as those of the Member.

## ARTICLE V

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors until the annual meeting in 2003, and thereafter the number of directors shall be established by the Board at each annual meeting, which number shall never be less than three (3) nor more than five (5).

Section 2. Election. At the first annual meeting in 2002 and each annual meeting thereafter until the directors are elected by the ~~Class A Members, the Class B Members~~ shall elect three directors for a term of one (1) year each. At the first annual meeting following the date upon which all directors are to be elected solely by Class A Members, the Class A Members shall elect five directors who shall serve for the following terms:

The three directors receiving the highest number of votes shall each serve for a term of two years, and the remaining two directors shall each serve for a term of one year.

At each annual meeting thereafter, the Class A Members shall elect new directors to fill any vacancy created by expired terms of existing directors in a manner so that the Corporation will at all times have five directors, all of whom shall have two-year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written

approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days written notice delivered to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the board of directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of directors shall have power to:

- (a). Adopt and publish rules and regulations governing the use of the properties and facilities of the Association, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b). Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c). Declare the office of a Member of the board of directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the board of directors; and
- (d). Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a). Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b). Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c). As more fully provided herein, and in the Declaration, to:
  - (i). Fix the amount of the annual assessment against each Lot in advance of each annual assessment period, and fix the amount of all special assessments and default assessments as provided in Article III of the Declaration; and
  - (ii). Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d). Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e). Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f). Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g). Cause the Areas of Common Responsibility to be maintained as provided in the Declaration.

## ARTICLE IX

### COMMITTEES

Section 1. The Architectural Review Committee and other Committees The board of directors shall appoint the ARC, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the board of directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a). A Recreation Committee which shall advise the board of directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b). A Maintenance Committee which shall advise the board of directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;
- (c). A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the board of directors, make such public releases and announcements as are in the best interests of the Association; and
- (d). An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8 hereof. The Treasurer shall be an ex officio member of the Committee.

Section 2. Complaints from Members It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or office of the Association as is further concerned with the matter presented.

## ARTICLE X

## MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the Members for the election of directors shall be held at the offices of the Association in the City of Dallas, State of Texas, or at such other location within the State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Meetings of Members for any other purpose may be held at such place, within or without the State of Texas, and at such time as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. Annual meetings of Members, commencing with the year 2002 shall be held on the second Tuesday of May if not a legal holiday, and if a legal holiday, then on the next secular day following at 7:00 p.m., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the president or the board of directors or by the secretary upon written request of Members entitled to cast one-fourth (1/4) of all of the votes of the entire membership or who are entitled to cast one-fourth (1/4) of the votes of the Class A membership.

Section 4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than twenty days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting.

Section 5. Purpose. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. Quorum. The presence at any meeting of Members entitled to cast one-fourth (1/4) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration or the Articles. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration or the Articles.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these By-Laws. At each election for directors every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Association are expressly prohibited from cumulating their votes in any election for directors of the Association.

Section 9. Proxy. A Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than one year (12 months) months from the date of its execution.

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the Meeting.

Section 11. Record Date. The board of directors may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of Members, as a record date for the determination of the Member entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the number of the Members whose vote is required for the approval of the subject-matter thereof, and such consent shall have the same force and effect as a vote taken at a meeting of Members.

Section 13. Conflict. Any conflict between one or more provisions of these By-Laws and one or more provisions of the Articles shall be resolved in favor of the provision(s) set forth in the Articles.

## ARTICLE XI

## OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the board of directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the board of directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board of directors, shall sign all checks and promissory notes of the Association, keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meeting, a copy of each of which shall be made available to each Member upon request.

## ARTICLE XII

## ASSESSMENTS

The rights of membership in the Association are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article V of the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

## ARTICLE XIII

## BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the



By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XIV

##### CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, State of Texas." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

#### ARTICLE XV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XVI

##### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### ARTICLE XVII

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association may indemnify an officer or director who was, is, or is threatened to be made a named defendant or respondent in a proceeding because such person is or was a director of officer if it is determined, in accordance with the provisions of Article 1396-2.22A of the Act, as the same may be amended from time to time, that the person:

- (a). conducted himself or herself in good faith;

(b). reasonably believed:

(i). In the case of conduct in his or her official capacity as a director or officer of the Association, that his or her conduct was in the Association's best interests; and

(ii). In all other cases, that his or her conduct was at least not opposed to or detrimental to the Association's best interests.

(c). In the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

Any indemnification made under the provisions of this Article XVII shall be made in accordance with the provisions of the Act.

IN WITNESS WHEREOF, we, being all of the directors of the CRYSTAL CREEK HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 25<sup>th</sup> day of April, 2001.

Don R. Plunk  
 DON R. PLUNK

James R. Willis III  
 JAMES R. WILLS III

Jeff Blegg  
 JEFF BLEGG

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of the CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, and;

THAT the foregoing By-Laws constitute the original BY-LAWS of said Association, as duly adopted by written consent of the board of directors thereof, dated the 25<sup>th</sup> day of April, 2001.

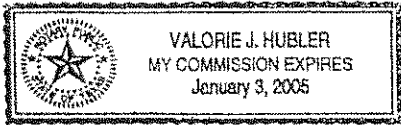
IN WITNESS WHEREOF, I have hereunto subscribed my name as the Secretary of said Association this 25<sup>th</sup> day of April, 2001.

Don R. Plunk  
 Don R. Plunk, Secretary

STATE OF TEXAS

COUNTY OF COLLIN }

THIS instrument was acknowledged before me on the 25 day of April 2001, by DON R. PLUNK, as Secretary of The Crystal Creek Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



*Valorie J. Hubler*  
\_\_\_\_\_  
Notary Public in and for the  
STATE OF TEXAS

AFTER RECORDING, RETURN TO:

Copacabana Corporation, Inc.  
ico Don R. Plunk  
5001 Spring Valley Road, Suite 1100-W  
Dallas, Texas 75244

**Budget**  
**Crystal Creek Homeowners Association, Inc.**

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs



**Budget Summary - Operating**  
 Crystal Creek Homeowners Association, Inc.  
 2024

Date: 1/2/2024  
 Time: 10:49 am  
 Page: 1

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>INCOME</b>													
<b>Income</b>													
4110-00 Homeowner Assessment	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,554.98	3,555.02	42,659.80
<b>Total Income</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,555.02</b>	<b>\$42,659.80</b>
<b>Total OPERATING INCOME</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,554.98</b>	<b>\$3,555.02</b>	<b>\$42,659.80</b>
<b>EXPENSES</b>													
<b>Maintenance</b>													
5140-00 Landscape Maintenance	767.22	767.22	767.22	767.22	767.22	767.22	767.22	767.22	767.22	767.22	767.22	767.24	9,206.66
5150-00 Irrigation Maint/ Repairs	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.63	3,500.00
5180-00 Annual Color	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	2,000.00
<b>Total Maintenance</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.56</b>	<b>\$1,225.50</b>	<b>\$14,706.66</b>
<b>Utilities</b>													
5210-00 Electric	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
5220-00 Water	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.63	3,500.00
<b>Total Utilities</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.67</b>	<b>\$366.63</b>	<b>\$4,400.00</b>
<b>Administrative</b>													
5310-00 General Administrative	145.83	145.83	145.83	145.83	145.83	145.83	145.83	145.83	145.83	145.83	145.83	145.87	1,750.00
5410-00 Management Fee	691.48	691.48	691.48	691.48	691.48	691.48	691.48	691.48	691.48	691.48	691.48	691.46	8,297.74
<b>Total Administrative</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.31</b>	<b>\$837.33</b>	<b>\$10,047.74</b>
<b>Professional</b>													
5420-00 Accounting - Audit	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.87	250.00
<b>Total Professional</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.83</b>	<b>\$20.87</b>	<b>\$250.00</b>
<b>Insurance</b>													
5540-00 Insurance- G/L & Property	415.69	415.69	415.69	415.69	415.69	415.69	415.69	415.69	415.69	415.69	415.69	415.69	4,988.28
<b>Total Insurance</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$415.69</b>	<b>\$4,988.28</b>
<b>Committees</b>													
5810-00 Community Social	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	62.50	750.00
5840-00 Website	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	150.00
<b>Total Committees</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$900.00</b>
<b>Other Expense</b>													
6300-00 Transfer to Reserve	613.93	613.93	613.93	613.93	613.93	613.93	613.93	613.93	613.93	613.93	613.93	613.89	7,367.12
<b>Total Other Expense</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.93</b>	<b>\$613.89</b>	<b>\$7,367.12</b>
<b>Total OPERATING EXPENSE</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.99</b>	<b>\$3,554.91</b>	<b>\$42,659.80</b>
<b>Net - Operating Totals</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>(\$0.01)</b>	<b>\$0.11</b>	<b>\$0.00</b>

**Current Unaudited Financial Documents  
Crystal Creek Homeowners Association, Inc.**

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs



**Balance Sheet**  
Crystal Creek Homeowners Association, Inc.  
End Date: 1/31/2024

Date: 2/7/2024  
Time: 1:57 pm  
Page: 1

	Operating	Total
<b>Assets</b>		
<b>Current Assets</b>		
Veritex Bank Operating	\$38,906.04	\$38,906.04
Veritex Bank Money Market	\$7,125.80	\$7,125.80
<b>Total: Current Assets</b>	<b>\$46,031.84</b>	<b>\$46,031.84</b>
<b>Accounts Receivable</b>		
Accounts Receivable	\$6,904.45	\$6,904.45
<b>Total: Accounts Receivable</b>	<b>\$6,904.45</b>	<b>\$6,904.45</b>
<b>Total: Assets</b>	<b>\$52,936.29</b>	<b>\$52,936.29</b>
<b>Liabilities &amp; Equity</b>		
<b>Current Liabilities</b>		
Prepaid Assessments	\$1,755.99	\$1,755.99
A/P Spectrum Collections	\$173.28	\$173.28
<b>Total: Current Liabilities</b>	<b>\$1,929.27</b>	<b>\$1,929.27</b>
<b>Equity</b>		
Retained Earnings	\$11,035.64	\$11,035.64
<b>Total: Equity</b>	<b>\$11,035.64</b>	<b>\$11,035.64</b>
<b>Total Net Income Gain / Loss</b>	<b>\$39,971.38</b>	<b>\$39,971.38</b>
<b>Total: Liabilities &amp; Equity</b>	<b>\$52,936.29</b>	<b>\$52,936.29</b>

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024



**Balance Sheet**  
Crystal Creek Homeowners Association, Inc.  
End Date: 12/31/2023

Date: 1/3/2024  
Time: 2:40 pm  
Page: 1

	Operating	Total
<b>Assets</b>		
<b>Current Assets</b>		
Veritex Bank Operating	\$30,953.42	\$30,953.42
Veritex Bank Money Market	\$7,119.75	\$7,119.75
<b>Total: Current Assets</b>	<b>\$38,073.17</b>	<b>\$38,073.17</b>
<b>Accounts Receivable</b>		
Accounts Receivable	\$533.98	\$533.98
<b>Total: Accounts Receivable</b>	<b>\$533.98</b>	<b>\$533.98</b>
<b>Other Assets</b>		
Prepaid Insur - G/L & Prop.	\$335.63	\$335.63
<b>Total: Other Assets</b>	<b>\$335.63</b>	<b>\$335.63</b>
<b>Total: Assets</b>	<b>\$38,942.78</b>	<b>\$38,942.78</b>
<b>Liabilities &amp; Equity</b>		
<b>Current Liabilities</b>		
Deferred Revenue	\$3,555.02	\$3,555.02
Prepaid Assessments	\$28,423.17	\$28,423.17
A/P Spectrum Collections	\$153.28	\$153.28
<b>Total: Current Liabilities</b>	<b>\$32,131.47</b>	<b>\$32,131.47</b>
<b>Equity</b>		
Retained Earnings	\$6,643.55	\$6,643.55
<b>Total: Equity</b>	<b>\$6,643.55</b>	<b>\$6,643.55</b>
<b>Total Net Income Gain / Loss</b>	<b>\$167.76</b>	<b>\$167.76</b>
<b>Total: Liabilities &amp; Equity</b>	<b>\$38,942.78</b>	<b>\$38,942.78</b>

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024





**Balance Sheet**  
 Crystal Creek Homeowners Association, Inc.  
 End Date: 11/30/2023

Date: 12/4/2023  
 Time: 10:17 am  
 Page: 1

	Operating	Total
<b>Assets</b>		
<b>Current Assets</b>		
Veritex Bank Operating	\$9,714.33	\$9,714.33
Veritex Bank Money Market	\$7,113.71	\$7,113.71
<b>Total: Current Assets</b>	<b>\$16,828.04</b>	<b>\$16,828.04</b>
<b>Accounts Receivable</b>		
Accounts Receivable	\$735.05	\$735.05
<b>Total: Accounts Receivable</b>	<b>\$735.05</b>	<b>\$735.05</b>
<b>Other Assets</b>		
Prepaid Insur - G/L & Prop.	\$671.30	\$671.30
<b>Total: Other Assets</b>	<b>\$671.30</b>	<b>\$671.30</b>
<b>Total: Assets</b>	<b>\$18,234.39</b>	<b>\$18,234.39</b>
<b>Liabilities &amp; Equity</b>		
<b>Current Liabilities</b>		
Deferred Revenue	\$7,110.00	\$7,110.00
Prepaid Assessments	\$1,315.56	\$1,315.56
A/P Spectrum Collections	\$318.54	\$318.54
<b>Total: Current Liabilities</b>	<b>\$8,744.10</b>	<b>\$8,744.10</b>
<b>Equity</b>		
Retained Earnings	\$6,643.55	\$6,643.55
<b>Total: Equity</b>	<b>\$6,643.55</b>	<b>\$6,643.55</b>
<b>Total Net Income Gain / Loss</b>	<b>\$2,846.74</b>	<b>\$2,846.74</b>
<b>Total: Liabilities &amp; Equity</b>	<b>\$18,234.39</b>	<b>\$18,234.39</b>

Order: GY5C87HWY  
 Address: 4665 Durban Park Dr  
 Order Date: 02-22-2024

**Policies and Guidelines**  
**Crystal Creek Homeowners Association, Inc.**

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**Records Retention Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

This Records Retention Policy for the Crystal Creek Homeowners Association, Inc, (the "Policy") is adopted by the Crystal Creek Homeowners Association, Inc, (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Crystal Creek Homeowners Association, Inc,'s Board of Directors (the "Board") on 12/1/2012.

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

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

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

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

EFFECTIVE DATE:           12/1/2012

Authorized Board Member Signature: Candice Thompson Date: 2-27-13

Recorded in the Book of Minutes:   Date: 3-5-13 By: [Signature]

Order: GY5C87HW  
Address: 4665 Duthie  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**Records Inspection Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN               §

This Records Inspection Policy for the Crystal Creek Homeowners Association, Inc. (the "Policy") is adopted by the Crystal Creek Homeowners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Crystal Creek Homeowners Association, Inc.'s Board of Directors (the "Board") on 12/1/2012.

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

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under I.T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

**Records Inspection Policy for the  
Crystal Creek Homeowners Association, Inc,**

EFFECTIVE DATE: 12/1/2012

Authorized Board Member Signature: Candrea Thompson Date: 2-23-13

Recorded in the Book of Minutes: Date: 3-5-13

By: [Signature]

**Payment Plan Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
   §  
COUNTY OF COLLIN               §

WHEREAS, The Crystal Creek Homeowners Association, Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Chapter 209 of the TEXAS PROPERTY CODE has been amended to add Section 209.0062 ("Section 209.0062"), effective January 1, 2012;

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

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

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

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 2.) Duration & Terms
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. A Payment Plan shall have a maximum term of 12 months, unless specifically approved by the Board;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
  - d. Any eligible owner with a delinquent balance of \$300.00 or less shall be allowed, without deliberation by the Board, to pay that balance in up to 6 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - e. Any eligible owner with a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying : (1) a down payment of 25% of the balance within 30 days of the approval of the Payment Plan; and (2) paying the balance in up to 6 equal consecutive monthly installments.
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.

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

- 4.) Fees and Payment

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**Payment Plan Policy for the  
Crystal Creek Homeowners Association, Inc,**

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

5.) Default

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

EFFECTIVE DATE: 12/1/2012

Authorized Board Member Signature: Candice Thompson Date: 2-27-13

Recorded in the Book of Minutes: Date: 3-5-13

By: [Signature]

**E-mail Registration Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN               §

WHEREAS, The Crystal Creek Homeowners Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Chapter 209 of the Texas Property Code has been amended to add Section 209.0051 ("Section 209.0051"), effective January 1, 2012;

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

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

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

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at [www.spectrumam.com](http://www.spectrumam.com) that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after 12/1/2012.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE:           12/1/2012

Authorized Board Member Signature: Andrew Thompson   Date: 2-27-13

Recorded in the Book of Minutes:   Date: 3-5-13   By: [Signature]



**Membership Voting Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

This Membership Voting Policy for the Crystal Creek Homeowners Association, Inc, (the "Policy") is adopted by the Crystal Creek Homeowners Association, Inc, (the "Association"), a Texas Non-Profit Corporation.

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

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

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

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

EFFECTIVE DATE:           12/1/2012

Authorized Board Member Signature: Candice Thompson Date: 2-27-13

Recorded in the Book of Minutes:   Date: 3-5-13

By: [Signature]

Order: G75C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**Collection Policy for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS                   §  
  §  
COUNTY OF COLLIN           §

Pursuant to the Bylaws of the Crystal Creek Homeowners Association, Inc, referenced above (referred to as “Association”) and the Declaration of Protective Covenants, the Directors of the Crystal Creek Homeowners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Collections Policy

WHEREAS:

1. The Association’s economic well-being relies on the timely payment of assessments and other allowable charges.
2. It is the Board’s duty to use its best efforts to collect funds owed to the Association.

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner’s responsibility, the cost of collection including but not limited to late fees, collection fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the “Collection Resolution Schedule” shall be the collection policy of the Association and shall be enforced.

EFFECTIVE DATE:           12/1/2012

Authorized Board Member Signature: Andres Thompson Date: 2-27-13

Recorded in the Book of Minutes:   Date: 3-5-13

By: [Signature]

## Collection Resolution Schedule for the Crystal Creek Homeowners Association, Inc.

Collection Action	Late Charge	Collection Fee	Other Fees
1 <sup>st</sup> Notice: Courtesy Notice	Per governing documents	\$20 monthly fee	N/A
2 <sup>nd</sup> Notice: Notice of intent to perform a title search.	Per governing documents	\$20 monthly fee	N/A
3 <sup>rd</sup> Notice: Notice that title search was performed & fee charged (sent certified mail).	Per governing documents	\$20 monthly fee	\$50 Title Search Fee charged to owner's account.
4 <sup>th</sup> Notice: Notice that account has progressed to escalated collections & fee charged.	Per governing documents	\$20 monthly fee	\$150 Escalated Collection Fee charged to owner's account.
5 <sup>th</sup> Notice: Notice of intent to perform skip trace (sent certified mail).	Per governing documents	\$20 monthly fee	N/A
6 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged (sent certified mail).	Per governing documents	\$20 monthly fee	\$95 Skip Trace Initiation Fee charged to owner's account.
7 <sup>th</sup> Notice: Hand delivery of Notice of Default & fee charged.	Per governing documents	\$20 monthly fee	\$60 Hand Delivery Fee charged to owner's account.
8 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
9 <sup>th</sup> Notice: Notice of intent to progress account to serious collections.	Per governing documents	\$20 monthly fee	N/A
10 <sup>th</sup> Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
11 <sup>th</sup> Notice: Notice of Final Settlement Offer.	Per governing documents	\$20 monthly fee	N/A
Final Notice: Preparation of legal work order (sent by certified mail).	Per governing documents	\$20 monthly fee	N/A
File turned over to the Association's attorney.	Per governing documents	\$20 monthly fee	Fees are based on the attorney's agreement.

**Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent are sent roughly twenty-five to thirty days apart from each other each requiring a payment due date before the next step in the collection schedule takes place. If an owner pays in full before the payment due date then collection action will cease on that owner's account.

**General Policy:** All fees/charges paid by the Association in connection with the collection of an owner's account shall be reimbursed by the owner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Managing Agent and reimbursed by the owner.

**Payment Plans:** Payment plans shall be approved as per the Association's approved payment plan policy. Owners shall be required to sign an agreement and abide by it. If an owner does not abide by the agreement, then the owner's account shall move forward in accordance with the collections schedule.

**Collection of Account by Attorney:** Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the owner does not respond to the attorney's demand letter a lawsuit may be filed and a judgment obtained. If the owner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the property may be foreclosed upon in accordance with the governing documents and the current state law. Once the property is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the property in accordance with state law.

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**Violation Resolution for the  
Crystal Creek Homeowners Association, Inc,**

STATE OF TEXAS

§  
§  
§

COUNTY OF COLLIN

Pursuant to the Bylaws of the Crystal Creek Homeowners Association, Inc, (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Crystal Creek Homeowners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Policy

WHEREAS:

1. One of the Association's functions is to enforce the rules set forth in its governing documents
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. All rules of the Association shall be enforced
2. The Violation Procedure (attached) shall be the Association's policy of enforcement.

EFFECTIVE: 12/1/2012

Andrea Thompson

Authorized Board Member

2-27-13

Date

Recorded in the Book of Minutes 3-5-13

By: [Signature]

**Violation Resolution Schedule for the  
Crystal Creek Homeowners Association, Inc,**

<b>Violation Procedure</b>	<b>Status</b>	<b>Action required</b>
A. Send courtesy notice	1 <sup>st</sup> Report/Sighting	10 days to correct
B. Send thirty-day (30) notice (certified & regular mail)	Not repaired/No application for extension	30 days to correct, if not corrected then sent to the Association's attorney
C. Send account to attorney	Not repaired/ No application for extension	Attorney will work with homeowner to correct

**General Policy**

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

**Attorney Procedure**

Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. All attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

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

**Architectural Guidelines for the  
Crystal Creek Homeowners Association, Inc,**

Pursuant to the Bylaws of the ~~Crystal Creek Homeowners Association, Inc.~~ (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Crystal Creek Homeowners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays.

WHEREAS:

1. The Association's Covenants provide architectural guidelines for lot owners and home owners concerning requirements for improvements of the lots within the subdivision;
2. The Covenants are not inclusive with regards to changing laws pertaining to allowable improvements in the Association;
3. The Covenants empower the Architectural Committee with the authority to clarify and enforce the overall interpretation of the rules.

BE IT RESOLVED THAT:

1. The Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays provides clarification and specific guidelines that can be more easily understood by owners within the Association;
2. These architectural guidelines shall be the policy of the Association and the Architectural Control Committee and shall be enforced.

EFFECTIVE DATE: 12/1/2012

Authorized Board Member Signature: Andrea Thompson Date: 2-27-13

Recorded in the Book of Minutes: Date: 3-5-13 By: [Signature]

## **Architectural Guidelines for the Crystal Creek Homeowners Association, Inc,**

### Solar Panels

Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.

### Roof Shingles

Certain types of roof shingles are designed the prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision. The shingles must match the aesthetics of other properties surrounding the owner's property.

### Flags and Flagpole guidelines

Those members wishing to fly the American Flag, Texas Flag or flag from one of the United States armed services are encouraged to do so. These flags may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the architectural review committee.

The Association has adopted the following list of rules pertaining to flags and flagpoles in the community.

1. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
2. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
3. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
4. The flag display must conform to all setbacks, easements, and zoning ordinances.
5. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
6. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
7. Flag size is limited to 3' x 5'.
8. An owner can only place a flagpole or flag on their own property and no other property.
9. You must abate any noise that is caused by the external halyard of a flagpole.

## **Architectural Guidelines for the Crystal Creek Homeowners Association, Inc,**

### Religious Displays

The Association will allow owners to display one or more religious items on their entry door or door frame. The display must be motivated by the owner or resident's sincere religious belief.

The Association has adopted the following list of rules pertaining to the display of religious items.

1. The religious item cannot threaten public health or safety.
2. The religious item cannot violate the law.
3. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
4. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
5. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
6. The Association may remove any item that does not conform to the statute.

### Rain Barrels

The Association will allow owners to install rain barrels or water harvesting systems on their own property. The Association has adopted the following list of rules pertaining to the installation of rain barrels and water harvesting systems.

1. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
2. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
3. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
4. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
5. There must be sufficient areas on the owner's property to install the barrels or system.



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NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
CRYSTAL CREEK  
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE

STATE OF TEXAS                    §  
  §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF COLLIN            §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR CRYSTAL CREEK PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 30 day of January, 2012, by Crystal Creek Homeowner's Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Copacabana Corporation, Inc., a Panamanian corporation ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Crystal Creek" on May 2, 2001, as Document No. 2001-0049929 of the Real Property Records of Collin County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Collin County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice of Filing of Dedicatory Instruments for Crystal Creek to be executed by its duly authorized agent as of the date first above written.

Order: GY5C87HWY  
Address: 4665 Durban Park Dr  
Order Date: 02-22-2024  
Document not for resale  
HomeWiseDocs

**CRYSTAL CREEK HOMEOWNER'S  
ASSOCIATION, INC.,  
a Texas non-profit corporation**

By: Andrea Stroh Thompson  
Its: Secretary

**ACKNOWLEDGMENT**

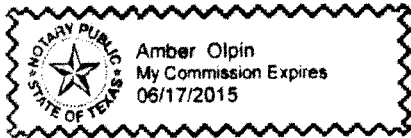
STATE OF TEXAS       §  
                                      §  
COUNTY OF COLLIN   §

Andrea Stroh Thompson Secretary BEFORE ME, the undersigned authority, on this day personally appeared of Crystal Creek Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 30 day of January  
2011. 2012

Amber Olpin  
Notary Public, State of Texas

6-17-15  
My Commission Expires



**Exhibit "A"**

**Dedicatory Instruments**

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Rescission of Collection Policies
- A-5 Email Registration Policy
- A-6 Solar Energy Device Guidelines
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**DOCUMENT RETENTION POLICY**

**WHEREAS**, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

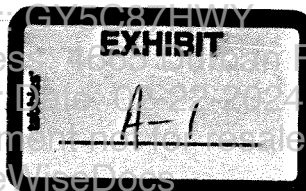
1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

5. Definitions. The definitions contained in the governing documents of Crystal Creek Homeowner's Association, Inc. are hereby incorporated herein by reference.



**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Aimee Stosh Thompson  
Secretary

## EXHIBIT A – RECORD RETENTION SCHEDULE

### A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions, and Restrictions for Crystal Creek (the “Declaration”), the Bylaws of Crystal Creek Homeowners Association, Inc. (the “Bylaws”), the Articles of Incorporation of Crystal Creek Homeowner’s Association, Inc. (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

### B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

### C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

### D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

### E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**DOCUMENT INSPECTION AND COPYING POLICY**

**WHEREAS**, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

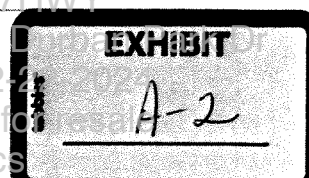
**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:



Crystal Creek Homeowner's Association, Inc.  
c/o Texas Association Management Group  
850 E Central Parkway  
Suite 130  
Plano TX 75074

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.



(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$ 1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$ 1.00;

(F) Non-rewritable CD (CD-R)--\$ 1.00;

(G) Digital video disc (DVD)--\$ 3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$ 2.50;

(K) Audio cassette--\$ 1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Crystal Creek and the Bylaws of Crystal Creek Homeowners Association, Inc. are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Candace Stish Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**ALTERNATIVE PAYMENT PLAN POLICY**

**WHEREAS**, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

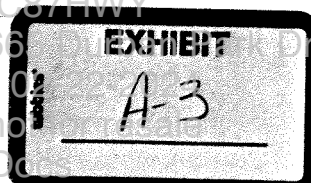
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.



- b) Term. The Association offers three different payment plan schedules. These different plans are based on the total amount owed at the time of the agreement and are as follows:
- i. If the total amount owed is \$500.00 and below, the Association will offer a three (3) month payment plan. Owner must make an initial down payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal installments. In addition, a \$25 administrative fee per month will be due with each monthly payment.
  - ii. If the total amount owed is greater than \$500.00 but less than or equal to \$1000.00, the Association will offer a six (6) month payment plan. Owner must make an initial down payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal installments. In addition, a \$25 administrative fee per month will be due with each monthly payment.
  - iii. If the total amount owed is greater than \$1000.00, the Association will offer a twelve (12) month payment plan. Owner must make an initial down payment of thirty-five percent (35%) of the total amount owed and remaining payments in equal installments. In addition, a \$25 administrative fee per month will be due with each monthly payment.
- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1<sup>st</sup>) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the

Association for any amounts coming due during the duration of the Owner's payment plan.

- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the 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 of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Crystal Creek and the Bylaws of Crystal Creek Homeowners Association, Inc. are hereby incorporated herein by reference.

7. 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, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. 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.

**IT IS FURTHER RESOLVED** that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Carla M. Smith Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**RESCISSION OF COLLECTION POLICIES**

**WHEREAS**, the Texas Legislature passed House Bill 1228 which amends Chapter 209 of the Texas Property Code by adding Sections 209.0092 and 209.0063 effective January 1, 2012; and

**WHEREAS**, effective January 1, 2012, Section 209.0092 changes the collection procedure for property owners associations by requiring associations to utilize an expedited judicial process in order to foreclose their assessment liens; and

**WHEREAS**, effective January 1, 2012, Section 209.0063 establishes a statutory priority of payments schedule for payments received by a property owners association from an owner.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the policies and procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, as of January 1, 2012, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") repeals any and all existing collection policies and application of payments policies and replaces them with the procedures set forth in Sections 209.0092 and 209.0063 of the Texas Property Code. Effective January 1, 2012, all collection actions and application of payments will conform to Chapter 209 of the Texas Property Code.

**IT IS FURTHER RESOLVED** that this Rescission of Collection Policies is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrea Stash Thompson  
Secretary

**EXHIBIT**

A-4



**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**EMAIL REGISTRATION POLICY**

**WHEREAS**, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

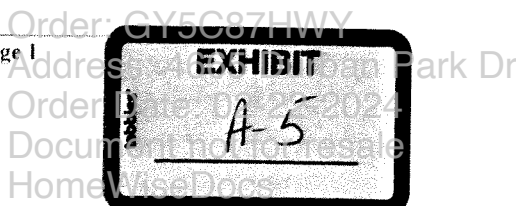
**WHEREAS**, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

**NOW, THEREFORE, IT IS RESOLVED**, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.



4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrea Stuch Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

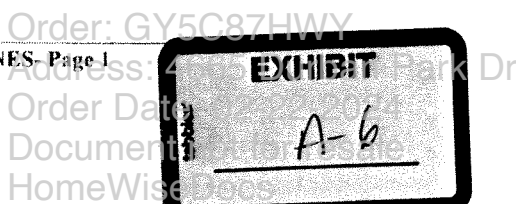
**SOLAR ENERGY DEVICE GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

**WHEREAS**, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices; and

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

- A. An owner may not install a solar energy device that:
1. as adjudicated by a court:
    - a. threatens the public health or safety; or
    - b. violates a law;
  2. is located on property owned or maintained by the Association;
  3. is located on property owned in common by the members of the Association;
  4. is located in an area on the owner's property other than:
    - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
    - b. in a fenced yard or patio owned and maintained by the owner;
  5. if mounted on the roof of the home:
    - a. extends higher than or beyond the roofline;
    - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
    - c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or



- d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
  6. if located in a fenced yard or patio, is taller than the fence line;
  7. as installed, voids material warranties; or
  8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that these Solar Energy Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrea Stish Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

**RAINWATER COLLECTION DEVICE GUIDELINES**

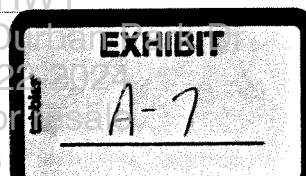
**WHEREAS**, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems; and

**WHEREAS**, Article VIII, Section 8.6(j) of the Declaration of Covenants, Conditions and Restrictions for Crystal Creek contains a restriction which is inconsistent with Section 202.007(d).

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
    - (a) owned by the Association;
    - (b) owned in common by the members of the Association; or
    - (c) located between the front of the owner's home and an adjoining or adjacent street; or
  2. the barrel or system:
    - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.



- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

**IT IS FURTHER RESOLVED** that these Rainwater Collection Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Ambra Stroh Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

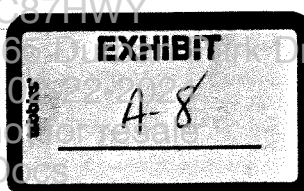
**ROOFING MATERIALS GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  - 1. are designed to:
    - (a) be wind and hail resistant;
    - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (c) provide solar generation capabilities; and
  - 2. when installed:
    - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
    - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



**IT IS FURTHER RESOLVED** that these Roofing Materials Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrew Stroh Thompson  
Secretary



**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

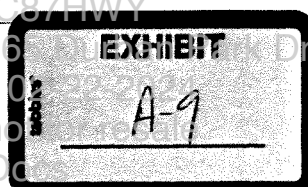
**FLAG DISPLAY GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
1. the flag of the United States of America;
  2. the flag of the State of Texas; or
  3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
  2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
  4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
  2. an owner may not install more than one flagpole on the owner's property;



3. any flag displayed must not be greater than 3' x 5' in size;
  4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
  5. an owner may not locate a displayed flag or flagpole on property that is:
    - (a) owned or maintained by the Association; or
    - (b) owned in common by the members of the Association.
- D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrea Stosh Thompson  
Secretary

**CRYSTAL CREEK HOMEOWNER'S ASSOCIATION, INC.**

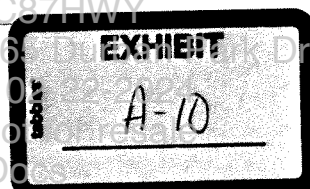
**RELIGIOUS ITEM DISPLAY GUIDELINES**

**WHEREAS**, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Crystal Creek Homeowner's Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
1. threatens the public health or safety;
  2. violates a law;
  3. contains language, graphics, or any display that is patently offensive to a passerby;
  4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



**IT IS FURTHER RESOLVED** that these Religious Item Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on January 30, 2012, and has not been modified, rescinded or revoked.

DATE: 1-30-12

Andrea Storch Thompson  
Secretary



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
02/24/2012 03:02:46 PM  
\$124.00 DLAIRD  
20120224000215320

Stacey Kemp



**SUBDIVISION INFORMATION, INCLUDING  
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO  
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**  
(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 4665 Durban Park Dr (Street Address), City of Plano, County of Collin, Texas, prepared by the property owners' association (Association).

- A. The Property  is  is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ 250.94 per Annually.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ N/A payable as follows N/A for the following purpose: N/A.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ 0.00.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ See Budget Summary.
- F. The amount of reserves for capital expenditures is \$ See Financial Document.
- G. Unsatisfied judgments against the Association total \$ 0.00.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there  are  are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: N/A.
- I. The Association's board  has actual knowledge  has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: N/A.
- J. The Association  has  has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 200.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee).  
**Transfer Fee - \$200.00 made payable to: Spectrum Association Management.**

L. The Association's managing agent is Spectrum Association Management  
(Name of Agent)

17319 San Pedro Suite 318, San Antonio, TX 78232  
(Mailing Address)

210-494-0659 \_\_\_\_\_  
(Telephone Number) (Fax Number)

closing@spectrumam.com  
(E-mail Address)

M. The restrictions do do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.  
REQUIRED ATTACHMENTS:

- |                          |   |
|--------------------------|---|
| 1. Restrictions          | 5. Current Operating Budget   |
| 2. Rules                 | 6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities |
| 3. Bylaws                | 7. Any Governmental Notices of Health or Housing Code Violations  |
| 4. Current Balance Sheet |   |

**NOTICE: This Subdivision Information may change at any time.**

Crystal Creek Homeowners Association, Inc.

Name of Association

By: Spectrum Association Management

Print Name: Spectrum Association Management

Title: Managing Agent

Date: 02-26-2024

Mailing Address: 17319 San Pedro Suite 318, San Antonio, TX 78232

E-mail: closing@spectrumam.com



This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

## COMMENTS ADDENDUM

Please review the disclosures below with sellers and buyers.

**AUTOMATIC PAYMENTS:** Please instruct homeowners to cancel any automatic payments associated with their online account so they do not get charged for the next assessment.

**MAILING ADDRESS-** After purchasing, it is the responsibility of the Buyer to notify the Association of Buyer's name(s) and correct mailing address. The warranty deed serves as the evidence of purchase but does not serve as notification of the Buyer's mailing address. The Association will use the property's physical address for all correspondence to the Buyer until notified in writing by the Buyer of an alternate address. Failure to receive an invoice does not waive the obligation to remit payment on time.

**Delinquent Accounts:** If the property owner's account is delinquent in the Statement of Account and/or Resale Certificate the balance due is only good for 14 days. If the property owner's account is delinquent new delinquency fees are added to the account every 1st day of the month until the account is paid to current. Please remember this when collecting a balance due at closing.

**Credit on Account:** Any credit specified on the Statement of Account and/or the Resale Certificate will be moved to the new homeowner's account unless otherwise requested in writing to [closing@spectrumam.com](mailto:closing@spectrumam.com).

**Double Deeds (Relocation companies):** Transfer Fees and Capital Fees should be collected Per Lot/Property Address and Per Transaction. Failure to provide payment will result in the accounts being charged.

**Deactivation:** If Access devices such as Gate Remotes or Pool cards have been left from the previous homeowner, they will be deactivated once the ownership change has been completed. Please allow 30 days for the ownership change. Once the ownership change has been completed, please go to <https://spectrumam.com/> then go to the Homeowners tab to create an account for your property, select the Amenities tab, and select sign waiver.

Prorate assessment between buyer/seller at date of sale.

**Statement of Account**  
**Crystal Creek Homeowners Association, Inc.**  
**Spectrum Association Management**



**Property Information:**

4665 Durban Park Dr  
 Plano, TX 75024-6854  
 Seller: Mary Nitz  
 Buyer: N/A

**Requestor:**

NA  
 Mary Nitz  
 214-991-0374  
 Estimated Closing Date: 03-31-2024

**General Information**

This information is good through	03-26-2024
The regular assessment is paid through:	12-31-2024
The regular assessment is next due:	01-01-2025
What day of the month are regular assessments due?	First day of the month
How many days after the due date is the regular assessment considered delinquent?	28
The penalty for delinquent assessments is:	10% + Cost of Collections

**Specific Fees Due To Crystal Creek Homeowners Association, Inc.**

Assessment Data:	
HOA Assessment ( Frequency: Annually )	\$250.94
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	\$0.00

**Comments: Any credit specified on the Statement of Account and/or the Resale Certificate will be moved to the new homeowners account unless otherwise requested in writing to closing@spectrumam.com. When requesting a refund, please provide us with the Seller's new mailing address.**

**General Association Information**

Are there any violations against this unit?	No
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*Spectrum Association Management*

**Spectrum Association Management , Managing Agent**

**Date: 02-26-2024**

**Spectrum Association Management**

**Phone: 210-494-0659**





**Statement of Account**  
**Crystal Creek Homeowners Association, Inc.**  
**Spectrum Association Management**



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Plano, TX 75024-6854  
Seller: Mary Nitz  
Buyer: N/A

**Requestor:**

NA  
Mary Nitz  
214-991-0374  
Estimated Closing Date: 03-31-2024

**Comments:**

Please review the disclosures below with sellers and buyers.

**AUTOMATIC PAYMENTS:** Please instruct homeowners to cancel any automatic payments associated with their online account so they do not get charged for the next assessment.

**MAILING ADDRESS-** After purchasing, it is the responsibility of the Buyer to notify the Association of Buyer's name(s) and correct mailing address. The warranty deed serves as the evidence of purchase but does not serve as notification of the Buyer's mailing address. The Association will use the property's physical address for all correspondence to the Buyer until notified in writing by the Buyer of an alternate address. Failure to receive an invoice does not waive the obligation to remit payment on time.

**Delinquent Accounts:** If the property owner's account is delinquent in the Statement of Account and/or Resale Certificate the balance due is only good for 14 days. If the property owner's account is delinquent new delinquency fees are added to the account every 1st day of the month until the account is paid to current. Please remember this when collecting a balance due at closing.

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Prorate assessment between buyer/seller at date of sale.



**Statement of Account**  
**Crystal Creek Homeowners Association, Inc.**  
**Spectrum Association Management**



**Property Information:**

4665 Durban Park Dr  
Plano, TX 75024-6854  
Seller: Mary Nitz  
Buyer: N/A

**Requestor:**

NA  
Mary Nitz  
214-991-0374  
Estimated Closing Date: 03-31-2024

**Fee Summary**

**Amounts Prepaid**

Premier Resale Package (TREC Form, Statement of Account, and Association Documents)	\$375.00
Rush Fee	\$95.00
Delivery Fee	\$45.00
<b>Total</b>	<b>\$515.00</b>

**Fees Due to Spectrum Association Management**

Transfer Fee	\$200.00
<b>Total</b>	<b>\$200.00</b>



**Statement of Account**  
**Crystal Creek Homeowners Association, Inc.**  
**Spectrum Association Management**



**Property Information:**

4665 Durban Park Dr  
Plano, TX 75024-6854  
Seller: Mary Nitz  
Buyer: N/A

**Requestor:**

NA  
Mary Nitz  
214-991-0374  
Estimated Closing Date: 03-31-2024

**PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER GY5C87HWY ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.**

**Fees Due to Spectrum Association Management**

Transfer Fee	\$200.00
<b>Total</b>	<b>\$200.00</b>

**Include this confirmation number GY5C87HWY on the check for \$200.00 payable to and send to the address below.**

**Spectrum Association Management**  
**17319 San Pedro Suite 318**  
**San Antonio, TX 78232**



**Statement of Account**  
**Crystal Creek Homeowners Association, Inc.**  
**Spectrum Association Management**



**Property Information:**

4665 Durban Park Dr  
Plano, TX 75024-6854  
Seller: Mary Nitz  
Buyer: N/A

**Requestor:**

NA  
Mary Nitz  
4665 Durban Park Drive  
PLANO, TX 75024  
214-991-0374  
mb.nitz@outlook.com

**Closing Information**

File/Escrow Number:  
Estimated Close Date: 03-31-2024  
HomeWiseDocs Confirmation #: GY5C87HWY

Sales Price: 800,000  
Closing Date:  
Is buyer occupant? Yes

**Status Information**

Date of Order: 02-22-2024  
Board Approval Date:  
Order Completion Date: 02-26-2024  
Date Paid: 02-22-2024

Order Retrieved Date:  
Inspection Date:

**Community Manager Information**

Company: Spectrum Association Management  
Completed By: Elizabeth\* Wicks  
Primary Contact: Spectrum Association  
Address:  
17319 San Pedro Suite 318  
San Antonio, TX 78232  
Phone: 210-494-0659  
Fax:  
Email: closing@spectrumam.com

