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FIRST SUPPLEMENT
TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
ARBOR LAKES ADDITION

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

THIS FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR ARBOR LAKES ADDITION (this "First Supplement") is made this 1st day of December, 2011, by Arbor Lakes Addition Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Allen-Reid, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Arbor Lakes Addition and Provisions for Arbor Lakes Addition Homeowners Association[, Inc.]" at Volume 04759, Page 01219 *et seq.* and under Instrument No. 2000-0103958 of the Real Property Records of Collin County, Texas (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 planned development is located; and

WHEREAS, on or about September 13, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Arbor Lakes Addition at Volume 5751, Page 04918 *et seq.*, Instrument No. 2004-0135620 of the Real Property Records of Collin County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice by recording the attached dedicatory instruments 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 First Supplement to be executed by its duly authorized agent as of the date first above written.

ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Arbor Lakes Addition HOA,
A Texas non-profit corporation

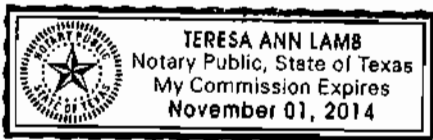
XBy: *Tim Purser*
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Cowit §

BEFORE ME, the undersigned authority, on this day personally appeared Tim Purser, President of Arbor Lakes HOA, 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 1st day of December 2011.



Teresa Ann Lamb
Notary Public, State of Texas
TERESA ANN LAMB
My Commission Expires: November 1, 2014

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 1050
Dallas, Texas 75219

EXHIBIT "A"

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

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of Arbor Lakes Addition Homeowners Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized, by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

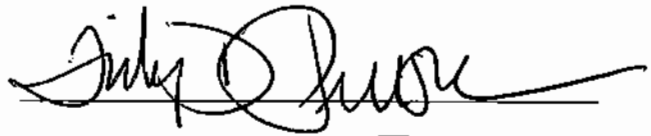
1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. any attorney's fees incurred by the association that are not subject to the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on January 1, 2012, to remain in 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 12-1-11, and has not been modified, rescinded, or revoked.



Name: TIMOTHY D. PUGH

Title: PRESIDENT

Date: 12-01-11

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

Alternative Payment Plan Policy

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Arbor Lakes Addition Homeowners 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 promulgated 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 or its managing agent.
- b) Term. The term of the payment plan or schedule is six (6) months with an initial payment of 20 % of the total amount owed and remaining payments in equal installments.
- c) Date of Partial Payments under Plan. The Owner must submit the initial 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 installment payments under the payment plan so that the payments are received by the Association no later than the 15th 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. 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 at the highest rate permitted by the governing documents on the unpaid balance. 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 monthly 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 administration fee.

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. All other terms of a Payment Plan are at the discretion of the Board of Directors.

6. 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 12-1-11, and has not been modified, rescinded or revoked.


Name: Timothy D. Purser
Title: PRESIDENT
Date: 12-01-11

ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

Document Inspection and Copying Policy

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Arbor Lakes Addition Homeowners 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:

1800 Preston Park Boulevard, Suite #101
Plano, TX 75093

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 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party within 10 business days of the owner's request to inspect (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th 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, blueline, 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.

(e) 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 30th 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 governing documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying 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 12-1-11, and has not been modified, rescinded or revoked.


Name: Timothy D. Ponsel
Title: President
Date: 12-01-11

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

Document Retention Policy

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Arbor Lakes Addition Homeowners 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.

This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

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 12-1-11, and has not been modified, rescinded or revoked.



Name: Timothy D. Purser

Title: PRESIDENT

Date: 12-01-11

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not permanently limited to the Declaration of Covenants, Conditions, and Restrictions for Arbor Lakes Addition Homeowners Association, Inc. (the “Declaration”), the Bylaws of Arbor Lakes Addition Homeowners Association, Inc. (the “Bylaws”), the Articles of Incorporation of Arbor Lakes Addition Homeowners 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

ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

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 Arbor Lakes Addition Homeowners 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 the 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 this Religious Item Display 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 12-1-11, and has not been modified, rescinded or revoked.



Name: TIMOTHY D. PURSER

Title: PRESIDENT

Date: 12-01-11

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

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 Arbor Lakes Addition Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

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 this Solar Energy Device 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 12-1-11, and has not been modified, rescinded or revoked.


Name: Timothy D. Purser
Title: President
Date: 12-01-11

ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093

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 Arbor Lakes Addition Homeowners 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
 - (e) 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 this Roofing Materials 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 12-1-11, and has not been modified, rescinded or revoked.



Name: Timothy D. Purser

Title: President

Date: 12-01-11

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

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 Arbor Lakes Addition Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the 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 this Rainwater Collection Device 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 12-1-11, and has not been modified, rescinded or revoked.



Name: TIMOTHY D. PURSER

Title: PRESIDENT

Date: 12-01-11

*ARBOR LAKES ADDITION HOMEOWNERS ASSOCIATION, INC.
1800 Preston Park Blvd. Ste. 101
Plano, TX 75093*

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, the Board of Directors of Arbor Lakes Addition Homeowners 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 this Flag Display 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 12-1-11, and has not been modified, rescinded or revoked.



Name: TIMOTHY D PURSER

Title: PRESIDENT

Date: 12-01-11

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