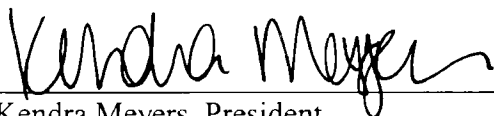




If the Association proposes to contract for services that will cost more than \$50,000, it shall solicit at least two (2) bids for the contract, if reasonably available in the Community. The Board has full discretion to accept or reject any bid in its sole and absolute discretion.


**EXECUTED** on the date of the acknowledgment set forth herein below, to be effective as set forth above.

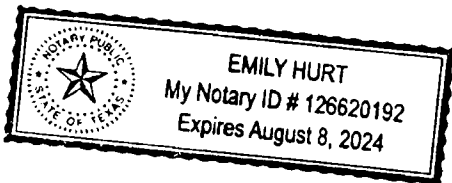
Owners of Hidden Creek Community Association,  
Inc., a Texas non-profit corporation

By:   
Kendra Meyers, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on September 21, 2021, by Kendra Meyers, President of Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**  
Hoover Slovacek LLP  
5051 Westheimer, Suite 1200  
Houston, Texas 77056

**E-FILED FOR RECORD**

10/05/2021 04:22PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**10/05/2021**



County Clerk  
Montgomery County, Texas

14729-FD-201  
**CERTIFICATE OF ADOPTION  
OF  
DOCUMENT RETENTION POLICY  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded February 22, 2007 under Clerk's File No. 20070345112 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; ("Declaration") and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005(m)") thereto; and

**WHEREAS**, Section 209.005(m) requires a property owners' association to retain certain documents for a prescribed period of time; and

**WHEREAS**, Section 209.005(m) requires a property owners' association to adopt and comply with a document retention policy; and

**WHEREAS**, the Board has determined that in connection with retaining certain Association documents, and to provide a clear and definitive period of time to retain certain Association documents, it is appropriate for the Association to adopt a document retention policy; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the document retention policy described herein below (the "Document Retention Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent duly adopted the Document Retention Policy set forth below. The Document Retention Policy is effective January 1, 2012, and supersedes any guidelines for document retention which may have previously been in effect. The Document Retention Policy is as follows:

- I. **General Policy:** It is the policy of the Association to maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records. The following list shall serve as a guideline and is not necessarily an exclusive list of all Association documents. Documents not listed below are not subject to retention. Upon expiration of the retention date, the applicable documents will be considered not maintained as a part of the Association books and records and are subject to destruction in a manner deemed appropriate by the Board.
- II. **Permanent Records:** The Association will maintain the following records as permanent records of the Association:



- a. Certificate of Formation (or Articles of Incorporation) of the Association, and all amendments or supplements thereto;
  - b. Bylaws of the Association and all amendments or supplements thereto; and
  - c. Restrictive covenants, and all amendments or supplements thereto.
- III. **Seven Years:** The Association will maintain the following documents for a period of at least seven years from the date the document was created:
- a. All financial books and records of the Association;
  - b. Minutes of the meetings of the members of the Association and meetings of the Board of Directors of the Association; and
  - c. The Association's tax returns and audit records.
- IV. **Five Years:** The Association will maintain the account records of current owners for a period of at least five years from the date the document was created.
- V. **Four Years:** The Association will maintain contracts with a term of one year or more for four years after the expiration of the contract term.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

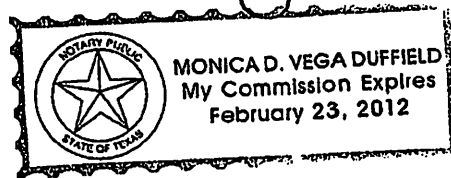
By: *Keith Schoonover*  
Keith Schoonover, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Monica D. Vega-Duffield*  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77007 *nda*  
Attn: Monica Vega-Duffield



**E-FILED FOR RECORD**  
**12/30/2011 11:27AM**

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS**  
**COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas

14729-FD-204

**CERTIFICATE OF ADOPTION  
OF  
FLAG DISPLAY GUIDELINES  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

**WHEREAS**, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

**WHEREAS** the Board, by unanimous written consent, duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that Board, by unanimous written consent, duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Bay River Colony community. The Flag Display Guidelines are as follows:

**CATEGORY 1**

***(HOUSE OR GARAGE MOUNTED FLAGPOLES)***

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

**CATEGORY 2**

***(IN-GROUND MOUNTED FLAGPOLES)***

Flagpoles longer than six (6') feet must be mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-

ground flagpoles must be in compliance with applicable easements, set backs and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

#### **MINIMUM CONDITIONS**


In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be display at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.
- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.
- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.

- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

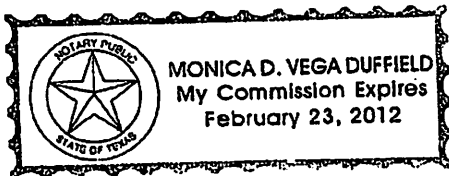
**HIDDEN CREEK COMMUNITY  
ASSOCIATION, INC., a Texas non-profit corporation**

By:   
Keith Schoonover, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

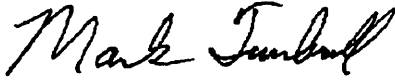
  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77007 77007  
Attn: Monica Vega-Duffield  
File: 351045-51

**E-FILED FOR RECORD  
12/30/2011 11:27AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS  
COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



County Clerk  
Montgomery County, Texas



# HIDDEN CREEK COMMUNITY ASSOCIATION, INC.

## RESIDENTIAL IMPROVEMENT GUIDELINES FOR HOMEOWNERS

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership ("Declarant") has set forth a Revised and Restated Declaration for Covenants, Conditions and Restrictions ("the Declaration"), for Hidden Creek Community Association, Inc. ("the Association"), and

WHEREAS the Declaration imposes beneficial restrictions on all properties within the jurisdiction of the Association or which have been added to the Association by annexation. The Declaration and annexations have been duly recorded in the Official Public Records of Real Property for Montgomery County, Texas, and

WHEREAS, a system of architectural control is created by the Declaration and is vested in the Hidden Creek Architectural Review Committee (the "ARC") pursuant to Article VI, Section 1 of the Declaration, and said ARC has been appointed by Declarant in accordance with the provisions of Article VI, Section 1 for the purpose of reviewing all new construction any exterior addition or changes to existing lots or residences, and

WHEREAS, The ARC may from time to time recommend to the Board of Directors of the Association, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of Article VI of the Declaration, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications:

NOW THEREFORE, these Residential Improvement Guidelines For Homeowners are hereby set forth by the ARC and Board of Directors of the Association to outline design goals, design criteria and the design review process for exterior changes, additions, or improvement on any Properties that have been brought under the jurisdiction of the Association and such Properties that will be brought into the Association by pursuant to Article XI, Section 8 (b) of the Declaration.

### A. DEFINITIONS:

Terms used in this document have the following meanings:

- "Application"                      Application for approval for exterior changes, additions, or improvements. Forms and names vary by Management Company.
- "ARC"                                    Hidden Creek Architectural Review Committee appointed by the Board.
- "Association"                        Hidden Creek Community Association, Inc. a Texas non-profit corporation.
- "Board"                                 Board of Directors of the Association.
- "The Community"                    Areas of Hidden Creek that have been brought under the jurisdiction of the Association.





"Declarant"	Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership.
"Declaration"	<u>Revised and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Creek Section 1</u> recorded under Clerk's File 2007-027699 in the Official Records of Real Property in Montgomery County, Texas, as amended.
"Improvement Guidelines" or Guidelines"	These Residential Improvement Guidelines for Homeowners which set forth standards and procedures established by the ARC pertaining to Homeowner Improvements on any Lot within the Community.
"Lot"	Any plat of land shown upon any recorded subdivision map of the Property upon which there has been or may be constructed a Single Family Residence.
"Management Company"	Professional community management company in the employ of the Association.
"Owner" or "Homeowner"	The record owner of a Lot or Residence within the Community, the same being a member of the Association.
"Supplementary Declarations"	Supplementary Declarations for that apply specifically other properties within Hidden Creek that have been or will be annexed in to the Association and made subject to the Declaration.
"Improvements"	Exterior changes, additions, or improvement on a Lot or residence after initial construction of the homebuilder, pursuant to these Guidelines.
"Single Family Residence" or "Residence"	A detached house or dwelling constructed on a single Lot

**B. PURPOSE OF GUIDELINES:**

These Improvement Guidelines and clarifications are established by the ARC with approval of the Board. They are intended to provide all homeowners information about the type, color, quality and grade of material which may be used in construction of various kinds of improvements; the size and location of such improvements; and the procedure followed by the ARC for reviewing Applications for proposed improvements.

They are intended to further insure consistency in decisions by the ARC and assist in expediting the decision process. The Guidelines are intended to augment the Declaration and not replace or override it. In cases where the Guidelines and the Declaration conflict, the Declaration shall govern. These Guidelines may be amended by addition, deletion, or alteration at any time via recommendation by the ARC with approval from the Board.

While the ARC will make every reasonable attempt to be fair and equitable, the ARC and the Board will not necessarily be bound by past decisions.

These Guidelines may be amended from time to time by majority vote of the Board by numbered amendment, or reissued as revised guidelines. The Restrictions of Use in the Declaration may be revised only by a vote representing not less than two-thirds (2/3) of the votes in the Association.



### C. PURPOSE OF COMMITTEE:

The purpose of the ARC is to review and evaluate Applications for Homeowner Improvements on Lots within the Community, in accordance with the Declaration and these Guidelines. The ARC also functions as a central architectural control for the Community, in order to enhance, insure and protect the attractiveness, beauty, and desirability of the community as a whole while, at the same time, permitting compatible distinctiveness of homes within the community. The ARC will also make recommendations to the Board regarding changes or clarifications to these Guidelines or the Declaration.

### D. REVIEW PROCEDURES:

Plans and specifications for Improvements are to be approved in advance. No special consideration will be given in those instances when post-construction approval is requested.

#### 1. General:

An item can come before the ARC as follows:

- a. A Property owner (or his/her representative) shall submit any Application for Improvement to the Management Company.
- b. An unapproved Improvement may come to the attention of the Board, ARC or the Management Company. The Management Company will send a letter to the Owner requesting an Application be submitted. If no Application is received within 30 days, the Management Company will report this to the Board, which will take appropriate action.
- c. If the unapproved Improvement appears to be a violation of the Declaration, the initial notification/ request to the Owner will be a registered letter.

#### 2. Applications for Approval:

All Applications to make any Homeowner Improvements must be submitted to the Management Company in writing by completing the Application form currently in use by the ARC. The Management Company shall coordinate Application processing on behalf of the ARC.

Plans and specifications for any Improvement should be attached to the Application. For room additions, sunrooms, patio enclosures and patio covers, Applications must be accompanied by a detailed scale drawing or plans showing the three-dimensional relationship of the Improvement to the existing structure. Applications must also include a plot plan showing the location of the improvement in relation to all lot boundary lines, the residence, the easements, and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer, if applicable. Applications may be rejected for failure to provide any of these required items. The ARC reserves the right to require certified architectural and/or engineering drawings. All Applications, additional information, or requests for appeal shall be mailed or delivered to the office of the Management Company, not to members of the Board or ARC.

The ARC reserves the right to request any additional information it deems necessary to properly evaluate any Application. In the event that the ARC requests additional information, the Application shall be considered incomplete until such information is submitted to the ARC and the sixty (60) day requirement for approval of the Application, as described in the Declaration, shall not begin until such information is received. In the event that the ARC requests additional information and the information is not received within forty-five (45) days from the date of the request, the Application shall be denied. However, the applicant may thereafter submit a new Application with the requested information to the ARC for its review.

3. ARC Decisions:

ARC committee members shall consider each Application for compliance with the Declaration and these Guidelines. The decision of a majority of members to approve or disapprove an Application shall be considered the decision of the ARC.

ARC decisions shall be conveyed in writing by the Management Company to the applicant and shall include a statement of the conditions under which the Application is approved, if any, or the primary reason(s) for disapproving the Application.

In accordance with the Declaration, any Application that is not approved or disapproved within sixty (60) days of the date of its receipt shall be deemed to have been automatically approved provided, however, that (i) any such approval shall extend only to these Guidelines and not to any of the Restrictions of Use set forth in the Declaration; and (ii) in no event shall non-action be deemed to constitute approval of an Application for any change, addition, improvement, or any other item that would violate the Declaration. Unless otherwise stated in the ARC's written response, all approved exterior changes, additions or improvements shall be completed within forty-five (45) days of the date construction, installation, or erection is commenced.

Applicant is responsible for obtaining the proper permits and approvals from governmental agencies, including Montgomery County and the City of Conroe.

4. Board Appeals:

In the event the ARC disapproves an Application, the applicant may submit a written appeal to the Management Company for review by the Board. The Board shall review the appeal at its next meeting following the date upon which the request for appeal is received, and notify the applicant of the Board's decision. All decisions of the Board shall be final.

5. Status of Applications During Appeal:

During the appeal period, the decision of the ARC on the original Application shall remain in effect. Further, an appeal of a decision of the ARC shall not be considered a new Application resulting in approval of the original Application if a response to request for reconsideration is not submitted by the ARC or the Board within forty-five (45) days of the date of its receipt.

**E. ARCHITECTURAL CONTROLS AND RESTRICTIONS OF USE:**

*Architectural Controls are addressed in Article VI of the Declaration. Restrictions of Use are addressed in Article XI of the Declaration. The following Guidelines supplement and clarify the Architectural Controls and Restrictions of Use, but may not override the Declaration. In cases where the Guidelines and the Declaration conflict, the Declaration shall govern.*

1. General:

- a. Precedents: While the ARC will make every reasonable attempt to be fair and equitable, the ARC will not necessarily be bound by past decisions. The ARC reserves the right to disapprove Applications for Improvements that require a variance from the established Covenants if it believes that such changes are not in the best interest of the future of The Community, even if a precedent was set by an earlier decision of the ARC. From time to time, the ARC will make a decision that, in retrospect, is not in the best interests of the community. The ARC and the Board reserve the right to recognize such a situation and no longer permit its use as a precedent. The same right applies if the ARC makes an error in allowing a change or addition to these Guidelines.
- b. Quality of Repairs and Improvements: Repairs and Improvements are required to be of equal or better quality than original construction. While there is no specific requirement for the Owner to apply to the ARC for such in-kind repairs, the quality of such work may come under



the scope of the ARC's responsibilities if the repair is done in such a way as to detract from the appearance of the neighborhood.

- c. Easement Encroachments: It is not the responsibility of either the ARC or the Board to police encroachment into utility easement areas. If possible, the ARC will advise the Owner of a possible encroachment and recommend that the Owner seek approval or waiver from the appropriate utility company. However, the ARC will not be liable for any expense incurred by an Owner as a result of action by a utility company if such encroachment occurs, even if the ARC approved the change or addition without comment.

2. Building Materials and Roofing Materials:

*Restrictions of Use relative to Building Materials and Roofing Materials are covered in Article IX, Sections 4 & 23 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. Brick, Stucco, Stone and Cultured Stone: Brick, stucco, stone and cultured stone are the preferred building materials for siding the main residence or additions. The thickness, visible width, spacing and mortar of the brick, stone or cultured stone must be consistent with that of the original exterior and surrounding community. Each Application submitted to the ARC shall include a sample of the proposed material.
- b. Exterior Siding: When exterior siding is to be added or replaced on any existing structure or new improvement on the Lot, it must be of the same type, quality, size, and color as the existing siding on the main residence (unless all exterior siding is being replaced at one time). Only fiber-cement (*JamesHardie Hardiplank*<sup>®</sup> or equivalent) shall be used as exterior siding, and must be approved by the ARC. The following additional guidelines apply to replacement or additional exterior siding:
  - (i) Minimum of a 20-year warranty from a reputable manufacturer (warranty information should be submitted with the application);
  - (ii) Thickness, visible width, and spacing of siding must be consistent with that of the original exterior siding; each application submitted to the ARC shall specify the thickness, width and spacing of the existing and proposed siding, and shall include a sample of the proposed siding material;
  - (iii) Color of all siding (including siding that is not painted) must comply with the Guidelines for Painting as set forth herein; each application must include at least two (2) color samples of the proposed siding color. Siding with impregnated permanent color (*JamesHardie ColorPlus*<sup>®</sup> or similar) must be approved for color in the same manner as paint samples.
  - (iv) Must be installed and maintained to avoid sagging, waving, warping or irregular coloration; the ARC may require the homeowner (at homeowner's sole responsibility and expense) to repair or replace siding that fails to adhere to these Guidelines.
  - (v) Siding shall be installed over a high density polyethylene moisture barrier (*DuPont Tyvek*<sup>®</sup> *Homewrap* or equivalent) to match original construction.
- c. Roofing Shingles:
  - (i). All roofing materials must have a minimum 25-year warranty and be equal in appearance and quality to the existing roofing. A sample of the proposed shingle to be placed on any existing roof, or any new improvement (Including outbuildings) must be attached to each application submitted to the ARC. Corrugated metal, corrugated aluminum, acrylics and such materials are not approvable for roofing.
  - (ii) The ARC may maintain a chart depicting examples of the acceptable type, quality and color of roofing materials for homes and other improvements within the Community. Each shingle shall be compared to the samples set forth on the roofing materials chart to

assure that the proposed shingle is of an acceptable type and quality and that its color is harmonious with the color scheme established for the Community.

- (iii) The color of each roofing material must not only be an earthtone, but also an acceptable shade of an earthtone color.
- (iv) Felt for all composition roofs must have a weight of at least 30 lbs.
- (v) Other shingle criteria are set forth pursuant the Certificate of Adoption of Shingle Criteria, set forth as Exhibit B-1.

3. Painting:

- a. Approval. No exterior surface of any house, garage, or other structure or Improvement on any Lot shall be painted or repainted without prior approval of the ARC. This applies to existing, as well as new construction, and whether the proposed colors are the same or different from the existing colors. Color samples or "paint chips" of the proposed exterior color(s) must be attached to each Application submitted to the ARC.
- b. Harmonious Colors. The proposed colors must be harmonious with each other and with the colors of exterior brick and roofing materials. The ARC may maintain a chart depicting examples of the acceptable shades of earthtone colors (i.e. shades of beige, brown, gray and white). The color samples or paint chips shall be compared to the colors and shades of colors set forth on the color chart to assure that each approved color is harmonious with the color scheme established for the community.
- c. Trim. Soffit, fascia board, window and door trim and rain gutters must also be an earthtone color; however, the shades of trim color may be deeper than the principal color of the dwelling or garage.
- d. Accents. Shutters, window hoods, the side panels of doors and windows and the exterior surfaces of doors may be painted any acceptable earthtone color, including trim colors and certain acceptable shades of dark green, black, blue-gray, rust or dark blue. Window hoods may also be painted in a coppertone metallic based paint. Only one accent color is permitted for any single residence. Exterior doors may be stained a natural wood color or may be painted to match the other accents, trim or main house color.

4. Decks and Patios.

- a. Decks are typically constructed from treated pine joists, beams and posts and decking planks of treated pine, cedar or synthetic wood material such as Trex®. The overall height of the deck, exclusive of railing, generally may not exceed two (2) feet in height. Where railing is installed it must meet local codes and may not be greater than forty-two inches (42") above the decking planks. Benches and tables may be incorporated into the deck itself. Patios may be constructed of slab-on-grade concrete, brick, stone, or other masonry material.
- b. While there is no maximum or minimum size for a deck or patio, no deck or patio shall impede drainage on the Lot or cause water to flow on an adjacent lot.

5. Patio Covers:

- a. The standard, type, quality and color of the materials used in the construction of a patio cover must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence; provided, however, that corrugated roofs for patio covers and aluminum patio covers shall not be permitted under any circumstances. If siding is used on patio covers, it must be of the same type, quality, and color as the siding on the main residence. Roofing materials on patio covers shall conform to the provisions relating to roofing materials set forth in the Declaration and these Guidelines. Louvered or trellis-style patio cover roofs may be allowed as long as the quality of materials is approved. Pressure treated wood may be stained or painted provided the color shall conform to the provisions relating to painting set forth



in these Guidelines. Any patio cover, which is not attached to the house, shall be subject to the Guidelines set forth for outbuildings and restricted to eight (8) feet in height.

- b. The location of a patio cover must not encroach on any utility or drainage easement, nor shall it violate the building setback lines applicable to the residential dwelling on any Lot. Patio covers must not interfere with drainage or cause water to flow onto any adjacent lot.
  - c. All patio covers must be adequately supported and constructed of sturdy materials so that the patio cover has no visible sagging or warping. This also applies to any lattice attached to the sides of the structure.
  - d. Patio covers which are attached to the house shall be securely attached at a height not less than seven (7) feet nor more than twelve (12) feet from the ground. Patio covers which are attached to a detached garage or breezeway must be securely attached at a height below the eaves of each structure at a height of not less than seven (7) feet nor more than nine (9) feet from the ground. The patio cover roof shall provide an attractive slope away from the house at an angle which does not exceed that of the roof on the house.
  - e. The roof of all patio covers (other than arbor or trellis type) must be covered with shingles meeting the roofing Guidelines set forth herein. Where the patio cover is gabled, the roof pitch should match the roof pitch of the portion of the home where the cover is attached. If the patio cover is not gabled, it should have a 3:12 slope.
6. Patio Enclosures:
- a. A "patio enclosure" is any patio cover which has exterior walls and/or screens (other than "sunrooms" as defined elsewhere in these Guidelines).
  - b. All structural components of patio enclosures, including roofing materials, shall be subject to the Guidelines set forth herein for "patio covers". This section describes additional requirements for walls, screens and frames used to enclose a covered patio or deck.
  - c. The standard, type, quality and color of the materials used in the construction of a patio enclosure must be harmonious with the standard, type, quality and color of the materials used in the construction of the main residence. Exterior walls of a patio enclosure shall be constructed of brick or siding which is of the same type, quality, and color as those of the main residence on the Lot, and in accordance with Paragraph E.2 above. No visible part of the enclosure may be made of metal other than screens, frames, and storm doors. Patio enclosure screens must be the same color as existing window screens on the main dwelling and must have adequate cross-member support to avoid sagging. The exterior color of doors, sills, beams, frames, or other visible supports must match the exterior colors of the main dwelling or the color of existing window frames.
7. Sunrooms:
- a. A "sunroom" is any room with glass-enclosed walls or a glass ceiling. The ARC may reject any Application to construct a sunroom on a Lot on the basis of its overall design and conformity with existing structures regardless of whether or not the proposed sunroom complies with the technical specifications set forth below.
  - b. Applications must be accompanied by a detailed scale drawing or blueprint showing the three dimensional relationship of the sunroom to the existing structure. Applications must also include a plot plan showing the location of the sunroom in relation to all lot boundary lines, the residence, the easements and the building setback lines. Applications must also include a detailed material list and include the name, address, and business phone number of the contractor or installer. Applications may be rejected for failure to provide any of these required items.
  - c. A sunroom may be added to the rear of the residence only. Applications for sunrooms on corner lots or lots where the rear of the house faces a street or other community property will be considered on a case-by-case basis.

- d. Supporting structural members must be of a color and shade similar to and harmonious with the exterior color of the residence. Glass must be tinted in a shade compatible with the exterior of the residence. No metallic or direct reflecting style shading/tinting of the glass will be permitted. Applicants may be required to submit actual samples of the glass with the proposed shading/tinting material applied for approval.
- e. The floor of the sunroom must be of reinforced concrete slab construction with three inch (3") minimum thickness. No other flooring material will be permitted.
- f. Only safety glass will be permitted for the panes. No fiberglass, acrylic glass, plastic, acrylic, mesh, or other materials will be allowed. Safety glass must be a minimum 3/16" thick if tempered glass or a minimum 1/4" thick if laminated glass. Maximum width of glass between support trusses will be 36" measured center-to-center.
- g. Support trusses (glazing bars) must be constructed of aluminum or aluminum alloys with electrostatically applied coloring/paint to withstand 100 M.P.H. wind and 25 lbs. per square foot or as dictated by Montgomery County and City of Conroe requirements. No natural aluminum oxidation coloring will be allowed. No wood, composite, steel, fiberglass, or plastic trusses will be allowed. Trusses must be of structural box or I-beam construction. Round, oval, or "T" shaped trusses will not be allowed.
- h. The roof of a sunroom must have a minimum pitch of 1" per 12" of projection. The sunroom may not project more than twenty (20) feet measured from the rear facing plane of the residence. The sunroom may not project beyond either side-facing plane of the residence. A sunroom may not encroach on any existing setbacks or easements.
- i. Sunrooms are only permitted as ground structures. The maximum height of the roof, measured from the concrete floor, may not exceed either twelve (12) feet or the height of the eaves of the wall that the sunroom projects from, whichever is lower.
- j. If ceiling lighting is installed, it must be downward-directed, focused, low-wattage track lighting. Any electrical plug outlet installed within the trusses/glazing supports must be of the UL approved Ground Fault Interrupt (GFCI) type.
- k. Sunrooms may not have turbine-type or forced fan roof ventilators installed. Only natural draft/convection flow panels that open may be installed. Panels that open may not exceed 36" x 36" in size and must be at least 36" in any direction away from adjoining opening panels.

7. Swimming Pools and Spas:

*Restrictions of Use relative to Swimming Pools and Other Water Amenities are covered in Article IX, Section 25 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. A swimming pool is an in-ground structure which may or may not include a spa, diving board, slide or water features. These Guidelines do not limit the size or layout of the pool. However, any above ground pool is prohibited and any such pool installation must be professionally designed and is subject to all permitting ordinances in the City of Conroe.
- b. The Application for the construction of a swimming pool or spa must include a plot plan showing the proposed location of the swimming pool or spa in relation to the property lines, building lines, easements, existing structures and existing or proposed fences. Any trees that are to be removed or relocated must be noted. The Application shall also include a timetable for the construction.
- c. The pool and pool decking may not extend past any platted building line. The minimum side lot setback criteria for the pool and pool decking shall be consistent with Article IX, Section 5 of the Declaration. Minimum back lot setbacks shall be governed by the width of any back lot easements.



- d. The pool and pool decking may not encroach on any back lot or side lot easement including, without limitation, any easements on the subdivision plat, any easements granted by separate easement, or easements granted by deed.
- e. Construction of the pool and decking may not change the lot drainage in such a way as to direct water on to any other residential lot or open space.
- f. No swimming pool or spa shall be approved unless the area in which the pool is to be located is either enclosed by a six (6) foot fence constructed of wood or of wrought iron as provided in these Guidelines or such a fence is proposed to be constructed in conjunction with the swimming pool.
- g. Swimming pools and spas must also have an adequate drainage system according to the requirements of any governmental agency having jurisdiction or, in the event there is no governmental agency having jurisdiction, as deemed appropriate of the ARC. Under no circumstances shall water from a swimming pool or spa be permitted to drain onto the surface of the Lot on which the swimming pool or spa is situated or onto any adjacent lot.
- h. During construction, the pool area shall be enclosed with a temporary fence or barrier, unless a fence already exists. If a portion of an existing fence is removed during construction, a temporary fence or barrier must be erected to fully enclose the area in which construction is taking place. Further, no building materials shall be kept or stored in the street overnight. Excavated material shall either be used on site or removed from the premises and legally disposed off-site by the pool contractor. Homeowner is responsible to the Association on this matter.
- h. The pool mechanical equipment may be placed within the side yard setback, but must be located within the fenced area of the home. The pool equipment may not be placed in such a way as to impede the three (3) foot wide side yard drainage easement.

8. Outbuildings:

*Restrictions of Use relative to Outbuildings are covered in Article IX, Section 12 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. Only one (1) outbuilding not exceeding one hundred (100) square feet and eight feet (8') in height shall be permitted on a Lot. The standard, type, quality and color of the materials used in the construction of the outbuilding shall be harmonious with those of the main residence.
- b. Building materials, including siding and roofing must be consistent with these Guidelines. Metal or vinyl buildings (except as noted below) are not approvable.
- c. Outbuildings must conform to the building front and side setback restrictions set forth in the Declaration. No outbuilding shall impede drainage from the Lot or cause water to flow onto an adjacent lot.
- d. The use of small, manufactured outbuildings of less than twenty (20) square feet and six (6) feet in height are approvable, provided they are not visible from any Public Exposure. Examples of such outbuildings are those manufactured by Rubbermaid®.

9. Landscaping:

*Restrictions of Use relative to Tree and Soil Removal and Landscaping are covered in Article IX, Sections 22 & 24 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. Yard Trees. Front yard trees are located behind the front property line and in front of the main structure of the home. Each interior lot will require one (1) Yard Tree and each corner lot will require two (2) Yard Trees. Each Yard Tree must be a minimum of three inches (3") in caliper when measured twelve (12) inches above grade. Trees must have a minimum height of ten (10) feet and a minimum spread of five (5) feet.

- b. Street Trees. Street Trees are planted three (3) feet behind the curb, centered in front of the lot. Each Lot requires one (1) Street Tree. The Street Tree must be container-grown Live Oaks measuring two inches (2") in caliper when measured twelve inches (12") above grade. Trees must have a minimum height of eight (8) feet and a minimum spread of five (5) feet.
- c. Accent Trees.
  - (i) The supplemental planting of additional trees in the front and back yards is encouraged. The supplemental or "Accent Trees" can include a wide variety of trees including conifers, palms, or other hardwoods.
  - (ii) Accent Trees must be common nursery stock with a minimum of ten (10) gallon container. While the location of the Accent Trees is not specified, they may not be planted in such a way as to impose on an adjacent Residence. Additionally, the planting of trees within the side setback is discouraged.
- d. Trash Trees. The planting and/or propagation of "trash trees" is discouraged. Trash trees are trees that are weak-wooded, weak-branched, disease and insect prone and/or messy. Common trash trees are the Chinese Tallow, Mimosa, Blackjack Willow, Cottonwood and Hackberry. Where such trees are present, the ARC recommends that they be removed and replaced with acceptable accent trees.
- e. Other Landscape Additions. The addition of shrubs, decorative grasses, ground cover and flowering plants is encouraged. In general, such plantings are acceptable without a formal review by the ARC. Exceptions are landscaping that is, or will, act as a non-compliant fence, items that obstruct access to a vital community service (such as a fire hydrant), items that obstruct visibility causing a hazard to vehicular or pedestrian traffic, items that create a hazardous condition or any item that generates a complaint from a resident of the community. These Guidelines apply both to items that create a non-acceptable condition upon installation and items that grow to become non-acceptable.
- f. Irrigation Systems. Any irrigation system (sprinkler system) that is connected to a public or private potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality ("TCEQ"). Where required by local municipalities the design and installation of any irrigation system must be by a licensed irrigator. Any installation must comply with Chapter 344 of the Texas Administrative Code. Irrigation systems must be placed entirely within the Lot and not encroach upon any community open area or neighboring Lot. Care must be taken to prevent overspray onto neighboring Lot. Location of any improvement within an easement or street right-of-way is at the owner's risk and subject to removal.
- g. Hardscape and Edging. Landscape timbers or railroad ties are not permissible within the portion of the yard visible from any street. The use of rock, stone, colored concrete or brick as edging or retaining walls for planting beds is permissible, however the location and color of the edging is subject to ARC approval. No edging or retaining walls may exceed eighteen inches (18") in height, unless in the case of replacing the retaining wall from the original construction.

11. Fencing:

*Restrictions of Use relative to Fencing are covered in Article IX, Section 15 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

a. Location:

- (i) Fences may not be erected forward of a line five (5) feet from the front exterior corners of the main residential structure located on a Lot.
- (ii) On corner lots, side yard fences must be set back from the side property line a minimum of one-half (½) of the side building line setback shown on the plat.



b. Wood Fence Construction.

- (i) Pickets must be cedar to match original construction. All pickets must be 1" x 6" nominal. In cases where the original fence material is capped, any replacement fence must also be capped. Structural materials (rails and posts) may be either cedar or pressure treated pine. Fence pickets shall be secured to the fence posts and rails with hot-dipped galvanized nails or other non-corrodible method.
  - (ii) Structural materials (rails and posts) may be either cedar or pressure treated pine. Rot boards of cedar or pressure treated pine may be used provided the overall height of the fence matches original construction. Posts must be buried a minimum of two (2) feet in the ground with a minimum of five (5) feet exposure, plumb vertical and anchored in a concrete pack.
  - (iii) Wooden fences facing the front street, along any side street, rear street property line or common area, lake, pipeline easement, greenbelt or other community proportion shall be constructed with all pickets on the outside so that no posts or rails are visible from the street.
  - (iv) All other wooden fences must be constructed in the manner described above or must be constructed in panels (each of which is 6 to 8 feet in length) erected in a "good neighbor" fashion so that posts and rails are exposed only on alternate panels when viewed from either side of the fence.
  - (v) The use of a "rot board" (typically a 1" x 6" pressure treated board) below the pickets is approved and encouraged.
- c. Color: No portion of a wood fence on a lot which is visible from any street may be painted or stained. Portions of a fence which are not visible from any street may be stained in acceptable earthtone colors of brown, beige or gray. The ARC may maintain a chart depicting examples of earthtone colors and shades of earthtone colors for stains on wood fences. Each stain color sample submitted by a homeowner shall be compared to the colors and shades of colors set forth on the fence stain color chart to assure that each approved stain is harmonious with the color scheme established for the Community.
- d. Height: Fences are generally limited to six (6) feet in height, unless special considerations warrant taller fences which must be approved by the ARC.

12. Exterior Lighting:

The addition of exterior lighting, including ground-level lighting, stand-alone lamp posts and lighting mounted on a home or approved structure must be compatible with the general tone and design of the neighborhood and be located inconspicuously. In all cases, lighting fixtures must adhere to the "eight (8) foot maximum height" rule. Residents are encouraged to consult with affected neighbors prior to installing or changing exterior lighting. Wattage of exterior light should be kept to a minimum because excessive wattage can create a nuisance to neighbors.

- a. Changes to Existing Lighting: Outside lighting which was installed at the time of original construction or which was installed after original construction with the approval of the ARC may be replaced with a new fixture provided that the wattage of the new fixture is comparable to the wattage of the existing fixture.
- b. Security Lighting: Security lighting shall be mounted behind the back plane of the home and below the eaves of the home. No pole mounted lights will be permitted. Mercury vapor/sodium vapor lights, which are considered incompatible with the neighborhood, are not permitted.
- c. Landscape Lighting: Landscape lighting is permitted as long as the lighting fixtures are located in flower beds, shrubs, and similar landscaping. Tree mounted landscape lighting will be permitted as long as the fixture is not mounted higher than eight (8) feet above ground level. Mercury vapor/sodium vapor lights are not permitted as landscaping lighting.

- d. Gas Lighting: Two (2) gas lights per lot shall be permitted with the ARC's approval. The gas lighting color must be white light.
- e. Annoyances: All new lighting which is approved by the ARC shall be subject to a 90 day trial period after installation to assure that the lighting is not objectionable to surrounding residents. The 90 day period will commence on the date of installation. If, at the end of the 90 day period, the ARC determines that the lighting is unreasonably offensive or an annoyance to surrounding neighbors, the lighting will be required to be modified or be removed in accordance with the ARC's decision.

13. Garages:

*Restrictions of Use relative to Garages are covered in Article IX, Section 1 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. All residents of Hidden Creek must have attached two car garages. No alteration or modification of a garage shall be permitted that would preclude the parking of two vehicles within the garage.
- b. The conversion of a garage to a family room, or similar modification, is not permitted.
- c. Two car garages may have two side-by-side doors or one double garage door.

14. Driveways and walkways:

- a. Replacement driveways and walkways must be to the same quality, line, grade and location as the original driveway for the residence. Additional walkways are subject to ARC approval.
- b. Driveways and walkways may be paved with concrete or other masonry materials which relate to the architecture of the residence. The masonry material must be compatible, not only with the home, but with any other walkways or terraces on the Lot. Materials such as textured concrete, stamped concrete, colored concrete, interlocking pavers, brick border pavers, and cut stone shall be permitted with the ARC's approval.
- c. The maximum driveway width for homes with attached garages is seventeen feet (17') at the front property line. The maximum driveway width for homes with detached garages is twelve feet (12') at the front property line, extending to the building line. The ARC may consider driveway borders of patterned concrete or interlocking pavers on a case by case basis.

15. Basketball Goals & Hoops:

*Restrictions of Use relative to basketball goals are detailed in Article IX, Section 13 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. Type and Quality: Basketball goals must be mounted on a rigid steel or aluminum pole. **Goals on the garage or home structure are not permitted.** The backboard material must be fiberglass or safety glass. The color must be clear (safety glass), gray or white with the exception of the white, black, orange or red manufacturer's outline markings. The rim should be of heavy gauge steel and white, black or orange in color. The net must be maintained in good condition as determined by the ARC. The pole must have a manufacturer's weather resistant finish or be painted black or white.
- b. Location: Permanently mounted in the rear (back) yards subject to setback and easement restrictions.
- c. Restrictions: A pole-mounted goal must not be within ten (10) feet of an adjacent homeowner's amenities (air conditioning unit, shrubbery, gas meter, driveway, etc.) unless properly protected by fence or shrubbery. No pole-mounted goals will be allowed along the neighbor's adjoining side of a driveway if a neighbor's first story house window(s) are exposed. Goals installed near a lot boundary line must include with the Application a letter stating that the owner will remove the goal if requested by the Board.



- d. Revocation: The Board may revoke its approval and require removal of any basketball goal which it reasonably determines to be a nuisance to the neighbors.
- e. Portable Basketball Goals: The use of portable basketball goals is discouraged by the ARC for aesthetic and practical reasons. If used, portable basketball goals must be stored out of view from any street in the Community when not in use. Portable basketball goals are not approvable for permanent installation and any portable basketball goal left out over 48 hours will be considered a violation. Additionally, portable basketball goals may not be utilized within any common area or public right of way (including greenbelts, sidewalks, streets, or cul-de-sacs).

16. Play Structures:

*Restrictions of Use relative to the height and size of children's play structures are detailed in Article IX, Section 13 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. For the purpose of these Guidelines, a children's play structure shall mean any type of play set, climbing structure, play fort, slide, or swing set and shall be restricted to the fenced portion of the Lot.
- b. The play structure shall not exceed ten (10) feet in height and shall not be located closer than five (5) feet to any property line. No play structure shall be located on a utility easement, impede the drainage on the Lot, or cause water to flow to any adjacent lot.
- c. Multi-color tarps, windsocks, or streamers attached to the play structure are not allowed.

17. Antennae:

*Restrictions of Use relative to Antennae are covered in Article IX, Section 16 of the Declaration. The following Guidelines supplement and clarify the Restrictions of Use.*

- a. Direct Broadcast Satellite (DBS) Dishes (e.g. "Direct TV," "Dish Network") for digital TV or satellite internet, are permissible for roof mount or direct mount on the side of homes within Hidden Creek, subject to the following installation guidelines:
  - (i) Dishes cannot exceed thirty-nine inches (39") in diameter or width.
  - (ii) The location must be approved by the ARC. Preferable mounting locations are on the back of the home below the roof peak, so as to not be readily visible from the street.
  - (iii) The dish must be kept in good repair, and removed if no longer in use.
- b. Satellite dish antennas greater than thirty-nine inches (39") in diameter, as well as outside antenna for TV reception, amateur radio operation, microwave transmission or reception, and short/long wave transmission or reception are prohibited.

18. Signs:

*Restrictions of Use on Signs, Advertisements and Billboards are detailed in Article IX, Section 21 of the Declaration. The following Guidelines supplement and/or provide variances the Restrictions of Use, as permitted under Article VI, Section 5 of the Declaration.*

- a. Home Security Signs. No signs shall be permitted on any lot except for a limited number of small, inconspicuous, discretely placed signs for the purpose of warning of the presence of a home security system. Each sign shall be from a professional security company and should not exceed one (1) square foot in area. One (1) sign shall be allowed in the front yard and one (1) shall be allowed within the rear, fenced in portion of the lot. Each sign may be mounted on a stake or a wall of the house or garage. If stake mounted, the top of the sign shall not exceed two feet (2') from the ground level when installed and must be no further than three feet (3') away from the house or garage. Signs must be of an acceptable color which is harmonious with the surrounding structure and landscaping.

b. Other Types:

- (i) Open house. One (1) temporary open house sign is allowed in front of the residence on the day of open house only. Size: no more than six (6) square feet overall.
- (ii) School Organization. One (1) temporary school activity sign is allowed in the planting beds of a residence not farther than three (3) feet from the outside wall of the house, unless otherwise noted and approved by the ARC. Maximum Size Allowed: 42" in height and 18" in width.
- (iii) Yard of the Month. One (1) yard of the month sign supplied by the Association is allowed in the planting bed of the residence not farther than three (3) feet from outside wall of house.
- (iv) Election Signs. During political elections, one (1) temporary election for each candidate supported may be placed in the front yard of each residence no more than 45 days before the election and must be removed within 48 hours after the election.

19. Miscellaneous:

*Restrictions of Use on Birdhouses, Flagpoles and Weathervanes are detailed in Article IX, Section 24 (e.) of the Declaration. The following Guidelines supplement and/or provide variances to the Restrictions of Use, as permitted under Article VI, Section 5 of the Declaration.*

- a. Birdhouses. Birdhouses shall be permitted subject to the prior approval of the ARC. No birdhouse shall be situated higher than eight feet (8') above the ground and no more than two (2) birdhouses shall be permitted on a lot. The materials used in the construction of each birdhouse and the color of each birdhouse must be harmonious with the home and other improvements on the Lot. Any birdhouse must be within the fenced area of the Lot.
- b. Rain Gutters. Rain gutters may be plastic or aluminum items, and must be painted a color compatible with the home on which they are installed. Application should be made showing the extent of guttering and location of downspouts. Downspouts may not be directed toward any adjacent Lot or open space.
- c. Awnings and Solar Screens. Awnings visible from the front street or side street shall not be permitted. Awnings on the rear portion of a Lot must be approved by the ARC. Solar screens are restricted to black, dark brown or dark gray and must be constructed and installed to professional standards.
- d. Solar Screens.
  - (i) All solar screens must be approved by the ARC.
  - (ii) Solar screens are restricted to black, dark brown or dark gray and must be constructed and installed to professional standards.
  - (iii) Solar screens may be permitted in the front of the home if they are constructed with grids that match the window lites of the windows being covered, so as to not distract from the architectural harmony of the home. If solar screens are installed on the front of the home, all windows on the front must have solar screens.
  - (iv) Solar screens without grids are permissible only on the sides and rear of homes only.
- e. Emergency and Disaster Reaction: Disasters such as fire and weather may cause significant construction and repair activity to take place. Temporary repairs or structures (those that are present for no longer than 6 months during reconstruction) will be acceptable under such a condition. Reconstruction in the form that existed before the disaster will be acceptable without approval by the ARC.

Temporary protective action in the event of certain weather conditions, such as hurricane warnings, will not require approval of the ARC. All such installations must be completely removed and the property restored to its original condition within 15 days of the passing of the



emergency. This rule specifically applies to, but is not limited to, the boarding of windows and doors during a hurricane threat.

- f. Burglar Bars. The use of burglar bars on the exterior of any window or doors is prohibited.
- g. Holiday Decorations: Holiday decorations are permitted and will not require approval. Decorations may be installed no sooner than 30 days prior to the holiday and must be removed within 15 days after the holiday for which they are intended. The ARC reserves the right to require the removal of decorations that either generate complaints or are deemed offensive.

20. Certificates of Adoption:

Chapter 202 of The Texas Property Code was amended effective September 1, 2011. Pursuant to the amendments, the Association has filed Certificates of Adoption implementing Guidelines for the following. The following exhibits are unrecorded copies of documents previously recorded in the Official Records of Real Property for Montgomery County. Such Certificates of Adoption are:

- a. "Certificate of Adoption of Shingle Criteria" attached as Exhibit B-1.
- b. "Certificate of Adoption of Flag Display Guidelines" attached as Exhibit B-2.
- c. "Certificate of Adoption of Rainwater Harvesting System Guidelines" attached as Exhibit B-3.
- d. "Certificate of Adoption of Regulation of Display of Religious Items" attached as Exhibit B-4.
- e. "Certificate of Adoption of Solar Energy Devices Guidelines" attached as Exhibit B-5.

These Improvement Guidelines are effective upon recordation in the Official Records, and supersede any Improvement Guidelines which may have previously been in effect for The Community.

Approved and adopted by the Board of Directors and Architectural Review Committee for Hidden Creek Association, Inc., and made effective January 1, 2012.

**HIDDEN CREEK ASSOCIATION, INC.**  
a Texas non-profit corporation

By: Keith Schoonover  
Keith Schoonover, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on January 5, 2012 by Keith Schoonover, President of Hidden Creek Association, Inc.

Monica D. Vega Duffield  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77067  
Attn: Monica Vega-Duffield



**EXHIBIT A**

**Request for Architectural Review Committee Approval**

**Hidden Creek Association, Inc.**

1. Please provide the information requested below, and attach this sheet to your plans.
2. Please provide a sketch of the location of the proposed work on a photocopy of the plat of your property. Scaled architect's, engineer's or contractor's drawings may be used as an alternative if Lot lines, easements and building set-back lines are shown. Sketches are not required for re-roof or re-paint. However, shingle weight and color, or color of paint must be specified (paint chips are ideal).
3. If you desire a copy of the approved plans, please submit an extra set for review. The principal copy of all submitted plans will be retained by the Association.
4. Your plans will be reviewed as soon as possible. The ARC is required to act on the plans within 60 days, but the review process rarely takes that long.

\*\*\*\*\*

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ SEC: \_\_\_\_ BLK: \_\_\_\_ LOT: \_\_\_\_

MODIFICATION FOR WHICH APPROVAL IS REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_

NAME OF CONTRACTOR (if any): \_\_\_\_\_

PHONE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PROPOSED CONSTRUCTION START DATE: \_\_/\_\_/\_\_

PROPOSED COMPLETION DATE: \_\_/\_\_/\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT B-1****CERTIFICATE OF ADOPTION OF  
SHINGLE CRITERIA  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

**WHEREAS**, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the criteria described herein below (the "Shingle Criteria").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Shingle Criteria. The Shingle Criteria is effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Hidden Creek community. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. Provided however, the Acceptable Shingles, when installed: (i) must resemble the shingles used or otherwise authorized for use on property in the Hidden Creek community; (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Hidden Creek community; and (iii) must match the aesthetics of the properties surrounding the owner's property.



**EXHIBIT B-2****CERTIFICATE OF ADOPTION OF  
FLAG DISPLAY GUIDELINES OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

**WHEREAS**, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

**WHEREAS** the Board, by unanimous written consent, duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that Board, by unanimous written consent, duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Bay River Colony community. The Flag Display Guidelines are as follows:

**CATEGORY 1**  
***(HOUSE OR GARAGE MOUNTED FLAGPOLES)***

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

**CATEGORY 2**  
***(IN-GROUND MOUNTED FLAGPOLES)***

Flagpoles longer than six (6') feet must be mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-ground flagpoles must be in compliance with applicable easements, set backs and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et. seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.



The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

#### MINIMUM CONDITIONS

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be display at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit-flags.
- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.
- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.
- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

**EXHIBIT B-3****CERTIFICATE OF ADOPTION OF  
RAINWATER HARVESTING SYSTEM GUIDELINES OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.00(d)(7) (collectively "Section 202.007(d)") thereto; and

**WHEREAS**, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

**WHEREAS**, the Board, by unanimous written consent, duly passed guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Rainwater Harvesting System Guidelines. The Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Hidden Creek Community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

- a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.
- b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.
- c. No advertising slogans, logo, printing or illustration shall be permitted upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.
- d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.



**EXHIBIT B-4**

**CERTIFICATE OF ADOPTION OF  
SOLAR ENERGY DEVICES GUIDELINES  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

**WHEREAS**, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Solar Energy Devices Guidelines. The Solar Energy Devices Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Hidden Creek community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

**CATEGORY 1*****(ROOF MOUNTED SOLAR ENERGY DEVICE)***

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage street or adjoining streets and must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.

- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.
- c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

#### CATEGORY 2

##### *(NON-ROOF MOUNTED SOLAR ENERGY DEVICE)*

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

#### MINIMUM CONDITIONS

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

- a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.
- c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.
- d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.
- e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.



**EXHIBIT B-5****CERTIFICATE OF ADOPTION OF  
REGULATION OF DISPLAY OF RELIGIOUS ITEMS  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.018 ("Section 202.018") thereto; and

**WHEREAS**, Section 202.018 allows a property owners' association to adopt and enforce regulations regarding the Display of Religious items; and

**WHEREAS**, the Board has determined that in connection with providing regulations regarding display of religious items, it is appropriate for the Association to adopt Regulations Regarding Display of Religious Items described herein below; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the regulations described herein below (the "Regulation of Display of Religious Items").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that Board, by unanimous written consent, duly adopted the Regulation of Display of Religious Items. The Regulation of Display of Religious Items is effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersedes any regulations regarding the display of religious items which may have previously been in effect for the Hidden Creek community. The Regulation of Display of Religious Items is as follows:

Except as otherwise provided by this Regulation, the Association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing 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.

- a. A religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residence. Religious items shall not extend past the outer edge of the door frame.
- b. The religious items, individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- c. Religious items shall not contain language, graphics, or any display that is patently offensive to a passerby.
- d. Religious items shall not be displayed or affixed on an entry door or door frame if it or they threaten the public health or safety or violate a law.
- e. An owner or resident is not permitted to use a material or color for an entry door or door frame of the owner's or resident's residential dwelling or change the color of an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the ARC.

**FILED FOR RECORD**

01/20/2012 10:04AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

01/20/2012



County Clerk  
Montgomery County, Texas

OWNERS OF HIDDEN CREEK COMMUNITY ASSOCIATION INC.

DEED RESTRICTION ENFORCEMENT POLICY

**PURPOSE**

This policy establishes a uniform methodology for enforcing deed restrictions with the Owners of Hidden Creek Community Association, Inc.

**SCOPE**

The policy applies to all members of the Owners of Hidden Creek Community Association, Inc. , which are subject to the Declaration of Covenants, Conditions and Restrictions for Owners of Hidden Creek Community Association, Inc. a subdivision of Montgomery County, Texas and any Amendments and guidelines thereto.

**REFERENCES**

Owners of Hidden Creek Community Association, Inc. Covenants, Conditions & Restrictions.

Owners of Hidden Creek Community Association, Inc. By-Laws.

All other governing documents for Owners of Hidden Creek Community Association, Inc. Including but not limited to any published rules, regulations, guidelines and resolutions.

Texas Property code Chapter 209 – Residential Property Owner’s Protection Act.

**DEFINITIONS**

**Deed Restrictions:** The Architectural Control provisions, maintenance and repair provisions, and use of restrictions provisions in the Declarations of Covenants, Conditions and Restrictions of Owners of Hidden Creek Community Association, Inc. and any amendments thereof.

**Inspector:** A person officially appointed to make inspections and report to designated members of the Owners of Hidden Creek Community Association, Inc., the Architectural Control Committee, or the property management company.

**Maintenance:** To repair, replace of otherwise return to an operation, functional, and aesthetically pleasing condition.

**Singular Violations:** An act or condition, willful or not, by property owners or tenants, that cause a property or its improvements to be in non-compliance with Deed Restrictions of Owners of Hidden Creek Community Association, Inc. . Examples include: failure to submit an ACC form, failure to install landscaping, exterior maintenance deficiencies.

**Recurring Violations:** An act or condition, willful or not, by property owners or tenants, that cause a property or its improvements to be in non-compliance with Deed Restrictions of Owners of Hidden Creek Community Association, Inc. . Examples include: violation of parking provisions, improper storage of trash cans, and lack of yard maintenance.

Following a Deed Restriction inspection, a resident in violation of the Deed Restrictions shall receive notification of the violation as follows:



## **Letters from the Association for Singular Violations:**

### **First letter:**

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within ten (10) days of the date on the letter.

It is the responsibility of the owner and tenant (if applicable) to notify the property management company if extenuating circumstances exist, if additional time to correct the violation is necessary, or if additional information regarding the violation is needed or desired.

### **Second Letter:**

Upon a 2<sup>nd</sup> inspection without resolution, a second letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions, to provide ten (10) additional days to cure the violation, and to advise that a fine of \$25.00 will be placed on their accounts every two weeks until the violation is cured.

### **Third Letter:**

Upon a 3<sup>rd</sup> inspection without resolution, a third letter shall be sent, certified return receipt requested, and regular mail, to notify the owner and the tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This Certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that a \$25.00 fine will be assessed every two weeks until the violation is cured. .
6. A notice of postage and administrative fee charges to cover postage, expenses and labor will be assessed to the owner's account if the violation still exists upon the next inspection.
7. A notice that states, if hearing is not requested and the violation is not cured by the thirtieth (30) day from the date of the letter, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.
8. A notice that states the following "You may have special rights or relief related to the enforcement action under federal law, including the Service member Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if you are serving on active military duty."



## **Recurring Violations:**

### **First letter:**

Upon identification of a violation, a letter shall be sent via regular mail to notify the owner and tenant (if applicable) of the violation of the Deed Restrictions and to request correction of the violation within ten (10) days of the date on the letter.

### **Second Letter:**

Upon a 2<sup>nd</sup> inspection without resolution, a second letter shall be sent, certified return receipt requested, and regular mail, to notify the owner and the tenant (if applicable) of the continuing violation of the Deed Restrictions, and to request correction of the violation.

This Certified letter shall include:

1. A description of the violation.
2. A notice to the owner that they are entitled to a 'reasonable' period to cure the violation to avoid suspension, fine, or attorney fees.
3. A notice to the owner informing the owner that he or she may request a hearing on or before the thirtieth (30) day after the date the owner receives the notice.
4. A notice to the owner that the association may suspend an owner's right to use a common area if the violation is not cured.
5. A notice that a \$25.00 fine will be assessed each time the violation occurs for the following six months without further notice to the owner.
6. A notice of postage and administrative fee charges to cover postage, expenses and labor will be assessed to the owner's account if the violation still exists upon the next inspection.
7. A notice that states, if hearing is not requested and the violation is not cured by the thirtieth (30) day from the date of the letter, all attorney fees, reasonable related expenses, and costs incurred by the Association shall be charged to the owner's account.
8. A notice that states the following "You may have special rights or relief related to the enforcement action under federal law, including the Service member Civil Relief Act (50 U.S.C.app.Section 501 et seq.) if you are serving on active military duty."

## **Violations Turned Over to Attorney:**

The Board will decide as to whether the violation owner is to be turned over to the Association's attorney following either 1) the hearing requested by the owner. 2) The deadline expiration to request such a hearing or 3) after the deadline in the certified letter has passed, and the property owner has not corrected or resolved the violation. The Board of Directors at Owners of Hidden Creek Community Association, Inc. has the discretion to consider special circumstances applying to the owner and tenant (if applicable). The Association will charge all related file preparation fees back to the owner.

## **Attorney Demand Letter:**

If the violation is referred to the Association's attorney for a demand letter, the violation will remain on the inspection list until final resolution of the violation. A photograph may be taken of the violation on any inspection thereafter, if required by the Association's attorney.

## NOTICE AND HEARING:

### **Notice to the Owner's Address:**

1. Each property owner is responsible for notifying the Association, in writing, at all times, of any changes in their mailing address.
2. If mail is returned from the property owner's last known address is undeliverable, and the property owner has not notified the Association of his or her current mailing address, then the inspector or his designee has the authority to automatically order a locate search or a title search, **at the owner's expense.**
3. The inspector has the authority to order a title search if they believe the ownership of the affected property has changed.
4. Any cost incurred by the Association in determining or attempting to determine the ownership of a property and then locating the owner the property shall become charges due against the owner's lot.
5. Deed restriction enforcement violation enforcement shall not cease solely because notices are returned by the post office.

### **Board of Directors Hearing:**

1. If the property owner requests a hearing in writing, the Board of Director's must make arrangements for it to be held no later than thirty (30) days after the date that the Board or the property management company receives a written request.
2. The property management company will notify the property owner via first class mail at the property owner's last known address of the date, time, and place for the hearing, no later than ten (10) days prior to the hearing date.
3. Either party may request a ten (10) day postponement and additional postponements may be made by mutual agreement.
4. If a hearing is set and the property owner fails to attend, the Board will reach a decision and mail the decision to the property owner at the property owner's last known address via first class mail.

### **Notice and /or Hearing Provisions Do Not Apply to the Following:**

1. **Lawsuit Filing.** The notice and hearing provisions stated herein will not apply if the Associations files a law suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
2. **Temporary Suspension of Right to Use Common Areas:** Without notice or hearing, the Board may issue an immediate temporary suspension of a person's right to use a common area if the temporary suspension is the result of a violation that occurred in the common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension will be in place until the board makes a final determination on the suspension action after holding a hearing according to the provisions herein.
3. **Recurring Violator:** If the Association sent the third notice described in this policy to the property owner's last known address for a similar violation within the six months of the current violation, the Board of Directors has the discretion to impose a fine immediately upon written notice of the similar violation. The fine for recurring violation shall be no less than \$25.00 per occurrence.

**Forced Maintenance:**

As authorized by the Owners of Hidden Creek Community Association, Inc. , the Board of Directors reserves the right to cure the violation, after appropriate notice, and charge the owner for the cost of such work.

Adopted by the Owners of Hidden Creek Community Association, Inc. Board of Directors on 5/18/2020.

Debby Mormino

Debby Mormino, President

Owners of Hidden Creek Community Association, Inc.

STATE OF TEXAS §

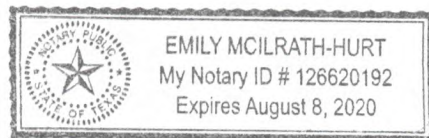
ACKNOWLEDGMENT

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this the 18 day of May, 2020 by Debby Mormino, as President of Owners of Hidden Creek Community Association, Inc. on behalf of said Association.

Emily McIlrath-Hurt

Notary Public in and for the State of Texas



Return After Recording  
DTA

3305 W DAVIS Road  
STE 400

5 | Page Conroe TX 77384



FILED FOR RECORD  
06/01/2020 02:36PM

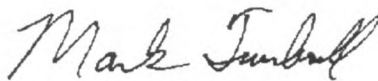


COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

06/01/2020



County Clerk  
Montgomery County, Texas

**CERTIFICATE OF ADOPTION OF RECORDS PRODUCTION AND COPYING  
POLICY OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

14729-FD-200

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005 ("Section 209.005") thereto; and

**WHEREAS**, Section 209.005(i) of the Texas Property Code requires a property owners' association to adopt a records production and copying policy that prescribes the costs the association will charge for compilation, production and reproduction of information requested under Section 209 of the Texas Property Code; and

**WHEREAS**, the Board has determined that in connection with producing and copying records, it is appropriate for the Association to adopt a records production and copying policy; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the records production and copying policy described herein below (the "Records Production and Copying Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Records Production and Copying Policy set forth below. The Records Production and Copying Policy is effective January 1, 2012, and supersedes any guidelines or policy for records production and copying which may have previously been in effect. The Records Production and Copying Policy is as follows:

- I. **Request for Books and Records:** Copies of the Association's books and records will be reasonably available to all Owner's or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Owner's Authorized Representative") upon proper request and at the Owner's expense. A proper request:
  - a. Must be sent by certified mail to the Association or the Association's authorized representative at the address as reflected in the Association's most recent management certificate as recorded in the Office of the County Clerk;
  - b. Must be from an Owner or an Owner's Authorized Representative (herein, the Owner and the Owner's Authorized Representative being collectively called the "Requestor");
  - c. Must contain sufficient detail to identify the books and records of the Association being requested (herein the "Requested Records"); and



- d. Must designate whether the Requestor is requesting to inspect the Requested Records or requesting to have the Association forward copies of Requested Records to the Requestor.

**II. Association's Response:** The Association shall respond to the Requestor's request in writing.

- a. **Request to Inspect:** Upon receipt of a proper request to inspect the Requested Records as outlined above, the Association will send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request, and provide dates and times during normal business hours that the Requested Records will be made available for inspection by the Requestor (to the extent the Requested Records are in the possession, custody or control of the Association and are not otherwise privileged and therefore protected from inspection). The Association and the Requestor shall arrange for a mutually agreeable time to conduct the inspection. If copies of the Requested Records are made at the inspection, the Association shall provide the Requestor with copies upon receipt of the cost thereof as described below.
- b. **Request for Copies:** If a request for copies of Requested Records is made, the Association shall send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request advising the Requestor of the date that the Requested Records will be made available, and the cost that must be received by the Association before the Requested Records will be provided. Upon receiving payment for the Requested Records, the Association will produce the Requested Records to the Requestor by sending the Requested Records to the Requestor by regular U.S. Mail at the Requestor's address shown in the request, or upon written request, the Requestor may pick up the Requested Records from the Association's management company. The Association may provide the Requested Records in hard copy, electronic format, or other format reasonable available to the Association
- c. **Additional Time:** If upon review of a proper request to inspect or copy documents, the Association determines it cannot comply with the request within ten (10) business days after receipt of the request by the Association, the Association shall send the Requestor a written notice (within such ten (10) business day period) that informs the Requestor that the Association is unable to produce the Requested Records on or before the tenth (10<sup>th</sup>) business day after the Association received the request and that the Requested Records will be produced for inspection, or copied and mailed (subject to receipt of payment as set forth herein), as the case may be, on or before fifteen (15) business days from the date the notice is mailed to the Requestor.

**III. Costs:** The Association hereby adopts the following schedule of costs:

a. **Copies:**

- i. 10 cents per page for a regular 8.5" x 11" page
- ii. 50 cents per page for pages 11" x 17" or greater
- iii. Actual cost for specialty paper (color, photograph, map, etc.)
- iv. \$1.00 for each CD or audio cassette;
- v. \$3.00 for each DVD

b. **Labor:**

\$15.00 per hour for actual time to locate, compile, and produce the records for any copy request of 50 pages or more.

c. **Overhead**

20% of the total labor charge for any request of 50 pages or more.

d. **Materials**

Actual cost of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

**IV. Cost Reconciliation:** If the estimated cost provided to the Requestor is more or less than the actual cost of producing the Requested Records, the Association shall, within thirty (30) days after producing the Requested Records, submit to the Requestor, either an invoice for additional amounts owed or a refund of the overages paid by the Requestor. If the final invoice includes additional amounts due from the Requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) day after the date the invoice is sent to the Requestor, may be added to the Owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the Requestor is entitled to a refund, and the refund shall be issued to the Requestor not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Requestor.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

By:

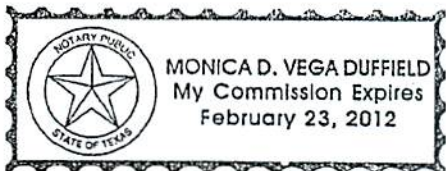


Keith Schoonover, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Monica Vega-Duffield  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77007 *MD*  
Attn: Monica Vega-Duffield  
File: 351045-51



E-FILED FOR RECORD  
12/30/2011 11:27AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/30/2011



County Clerk  
Montgomery County, Texas

14729-FD-201  
**CERTIFICATE OF ADOPTION  
OF  
DOCUMENT RETENTION POLICY  
OF**

**HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Declaration of Covenants, Conditions, and Restrictions recorded February 22, 2007 under Clerk's File No. 20070345112 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; ("Declaration") and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005(m)") thereto; and

**WHEREAS**, Section 209.005(m) requires a property owners' association to retain certain documents for a prescribed period of time; and

**WHEREAS**, Section 209.005(m) requires a property owners' association to adopt and comply with a document retention policy; and

**WHEREAS**, the Board has determined that in connection with retaining certain Association documents, and to provide a clear and definitive period of time to retain certain Association documents, it is appropriate for the Association to adopt a document retention policy; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the document retention policy described herein below (the "Document Retention Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent duly adopted the Document Retention Policy set forth below. The Document Retention Policy is effective January 1, 2012, and supersedes any guidelines for document retention which may have previously been in effect. The Document Retention Policy is as follows:

- I. **General Policy:** It is the policy of the Association to maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records. The following list shall serve as a guideline and is not necessarily an exclusive list of all Association documents. Documents not listed below are not subject to retention. Upon expiration of the retention date, the applicable documents will be considered not maintained as a part of the Association books and records and are subject to destruction in a manner deemed appropriate by the Board.
- II. **Permanent Records:** The Association will maintain the following records as permanent records of the Association:

- a. Certificate of Formation (or Articles of Incorporation) of the Association, and all amendments or supplements thereto;
  - b. Bylaws of the Association and all amendments or supplements thereto; and
  - c. Restrictive covenants, and all amendments or supplements thereto.
- III. **Seven Years:** The Association will maintain the following documents for a period of at least seven years from the date the document was created:
- a. All financial books and records of the Association;
  - b. Minutes of the meetings of the members of the Association and meetings of the Board of Directors of the Association; and
  - c. The Association's tax returns and audit records.
- IV. **Five Years:** The Association will maintain the account records of current owners for a period of at least five years from the date the document was created.
- V. **Four Years:** The Association will maintain contracts with a term of one year or more for four years after the expiration of the contract term.

EXECUTED on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

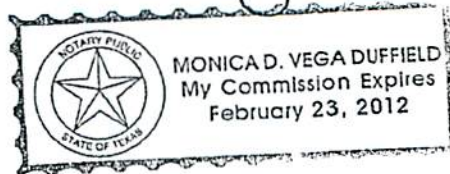
By: *Keith Schoonover*  
Keith Schoonover, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Monica D. Vega Duffield*  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77007 *mdn*  
Attn: Monica Vega-Duffield





E-FILED FOR RECORD  
12/30/2011 11:27AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/30/2011



County Clerk  
Montgomery County, Texas

14777A-FD-002  
CERTIFICATE OF CORPORATE RESOLUTION  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.  
COLLECTION/PAYMENT PLAN POLICY

WHEREAS, the Board of Directors ("Board") of Hidden Creek Community Association, Inc. ("Association") is charged with the responsibility of collecting the assessments from owners of lots located within the community as provided for in the Bylaws ("Bylaws") adopted by the Association and as authorized by the Revised and Restated Declaration of Covenants, Conditions, and Restrictions dated February 22, 2007 and recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 2007-027699, as it may have been and may be supplemented and amended from time to time ("Declaration"); and

WHEREAS, from time to time owners become delinquent in the payment of assessments to the Association, and the Board deems it to be in the best interest of the Association to develop orderly procedures for the billing and collection of assessments; and

WHEREAS, the Board, by unanimous written consent, duly passed the resolution described herein below.

NOW, THEREFORE, in furtherance of their duties as an officer of the Association, the undersigned President of the Association, does hereby certify that the Board by unanimous written consent duly adopted the following resolution:

RESOLVED: That the Board of Directors, on behalf of the Association, adopts the Collection/Payment Plan Policy attached hereto and incorporated herein for all purposes, to be effective as of January 1, 2012 and which supersedes any collection or payment plan policy which may have previously been in effect.

EXECUTED on the dates of the acknowledgments set forth hereinbelow.

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

By:

  
Keith Schoonover, President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Monica Dg. Duffield*



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX ~~77009~~ *77058*  
Attn: Monica Vega-Duffield



**HIDDEN CREEK COMMUNITY ASSOCIATION, INC.  
COLLECTION/PAYMENT PLAN POLICY  
EFFECTIVE JANUARY 1, 2012**

\*\*\*\*\*

**A. INTRODUCTION**

The Board of Directors ("Board") of Hidden Creek Community Association, Inc. ("Association") is charged with the responsibility of collecting assessments for owners of lots within the community as provided for in the Bylaws adopted by the Association and as authorized by the Declaration of Covenants, Conditions, and Restrictions dated January 29, 2007 and recorded in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 20070109696, and re-recorded under Clerk's File No. 20090139000, as may be amended and supplemented from time to time ("Declaration"). In an effort to assist the Board in the collection of the assessments, the Board has developed the following procedures for the billing and collecting of the assessments, effective as of January 1, 2012, and which supersedes any collection or payment plan policy which may have previously been in effect.

**B. BILLING AND COLLECTION PROCEDURES**

1. Invoice Coupon and Record Address. On or before December 1 of each year, the Board shall cause to be mailed to each owner of a lot in the community for which payment of the annual assessment is due, an invoice coupon ("Invoice Coupon") setting forth the annual assessment amount. The Invoice Coupon shall be sent to the owner by regular U.S. First-Class Mail. The Invoice Coupon and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the owner, or to such other address as may be designated by the owner in writing to the Association. The fact that the Association or its management company may have received a personal check from an owner reflecting an address for the owner which is different from the owner's address as shown on the records of the Association is not sufficient notice of a change of address for the Association to change its records regarding such owner's address.
2. Assessment Due Date. All annual assessments shall be due and payable in advance on or before January 1. It is the responsibility of the owner to ensure and verify that payments are received by the Association on or before such date, and the Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by January 1.
3. Delinquent Balances. If payment of the total assessment and any other charges which may be due is not received by the Association on or before January 1, the account shall be delinquent. If an owner defaults in paying the entire sum owing against the owner's property on or before January 31, the owner shall be charged interest at the lesser of the rate of 18% per annum or the maximum legal rate of interest then prevailing, computed from January 1, regardless of whether any demand letter has been sent to the owner. Further, owners who remain delinquent after January 31 shall be subject to the following collection procedures, which may be modified on a case-by-case basis by the Board as circumstances warrant:
  - (i) Past Due Reminder: The past due reminder is mailed to each property owner that has not paid their account balance in full prior to the due date established in the restrictions.



- (ii) Delinquency Notice: The delinquency notice will be mailed to each property owner that has not paid their account balance in full by the delinquency date established in the restrictions. This invoice will include the amount due shown in the original invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company.
- (iii) Lien Assessment Notice: The lien assessment invoice notifies the owner a lien will be assessed if payment is not made by the due date or a payment plan is not established. The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.
- (iv) Lien Assessment: A lien will be established if the account balance is not paid in full by the due date from the last prior notice or a payment plan entered into. The property owner will be notified that a lien is being established. The related invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company and the cost for establishing and recording the lien and releasing and recording the lien release.
- (v) Final Notice before Legal Action: The final notice before legal action invoice will be mailed to owners via certified and regular mail. It provides notification that the account balance must be paid in full with 30 days or the account will be sent to an attorney. The notice will be sent via certified and regular mail. This invoice will include the amount due shown in the last prior invoice plus interest and an administrative "late" fee charged by the association plus the administrative "collection" fee charged by the management company. A certified letter fee that includes the cost of postage and preparation for mailing will be added for the certified notice.
- (vi) Remedies for Non-Payment. If the delinquent balance is not paid in full or if a hearing is not requested in writing within 30 days of receipt of the Final Notice before Legal Action, the Association may suspend the owner's right to use the common area, as well as suspending any services provided by the Association to the owner or the owner's lot. Further, the Association will forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one or more demand letters to the delinquent owner as deemed appropriate. If the owner does not satisfy the assessment delinquency pursuant to the attorney's demand letter(s), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association's legal remedies to obtain payment of the delinquent balance, including pursuing a suit against the owner personally and/or pursuing a foreclosure action against the applicable property.
- (vii) Lien Release: The lien will be released by association when payment in full is received from the property owner. A copy of the recorded lien form will be mailed to the property owner following receipt from the County Clerk.



**C. ENFORCEMENT COSTS**

All costs incurred by the Association as a result of an owner's failure to pay assessments and other charges when due (including any attorneys' fees and costs incurred) will be charged against the owner's assessment account and shall be collectible in the same manner as a delinquent assessment.

**D. DISCRETIONARY AUTHORITY**

The Association shall make payment agreements available to an owner upon the terms and conditions set forth herein. The Association may require that the request for a payment agreement be in writing. All payment agreements must be in writing and signed by the owner. The Board has approved a payment agreement for a term of 3 months.. Payment agreements for a longer term require Board approval and the Board shall determine the appropriate term of the payment agreement in its sole discretion. As long as the owner is not in default under the terms of the payment agreement, the owner shall not accrue additional monetary expenses. However, the owner shall be responsible for all interest which accrues during the term thereof, as well as being responsible for the costs of administering the payment agreement. If the owner defaults under the payment agreement, the account will immediately be turned over to the attorney without any further notice to the owner. The Association shall not be required to enter into a payment agreement with an owner who failed to honor the terms of a previous payment agreement during the 2 years following the owner's default under the previous payment agreement.

**E. PAYMENTS AND APPLICATION OF FUNDS**

Partial Payments

Partial payments will not prevent the accrual of interest on the unpaid portion of the assessment. Unless an owner is making a timely payment under a payment agreement as provided for herein, an owner will still be considered delinquent upon making a partial payment.

Owner Not In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is not in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: any delinquent assessment, any current assessment, any attorneys' fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge which could provide the basis for foreclosure, any attorneys' fees incurred by the Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.

Owner In Default Under Payment Agreement

If at the time the Association receives a payment from an owner, the owner is in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: interest, attorneys' fees, and other costs of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.



**F. BANKRUPTCY**

In the event a delinquent owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's assessment account.

**G. RETURNED CHECKS**

At the election of the Association, an owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the owner's assessment account. A notice of the returned check and the fee will be sent to the owner by the Association's management company. If two or more of an owner's checks are returned unpaid by the bank within any one-year period, the Board may require that all of the owner's future payments for a period of two years be made by cashier's check or money order.

**H. OWNER'S AGENT OR REPRESENTATIVE**

If the owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative pursuant to the Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

E-FILED FOR RECORD  
12/30/2011 11:27AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/30/2011



County Clerk  
Montgomery County, Texas

14729-FD-203  
CERTIFICATE OF ADOPTION  
OF  
SHINGLE CRITERIA  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 requires a property owners' association to allow certain types of shingles if certain criteria is met; and

**WHEREAS**, the Board has determined that in connection with providing criteria regarding certain types of shingles, it is appropriate for the Association to adopt the criteria described herein below; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the criteria described herein below (the "Shingle Criteria").


**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Shingle Criteria. The Shingle Criteria is effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersedes any criteria regarding the type of shingles described in the Shingle Criteria which may have previously been in effect for the Hidden Creek community. The Shingle Criteria is as follows:

Subject to the criteria set forth below, owners may install shingles (the "Acceptable Shingles") on the roof of the owner's dwelling and other improvements located upon the owner's property that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. Provided however, the Acceptable Shingles, when installed: (i) must resemble the shingles used or otherwise authorized for use on property in the Hidden Creek community; (ii) must be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the Hidden Creek community; and (iii) must match the aesthetics of the properties surrounding the owner's property.



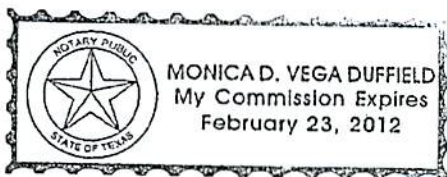
**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.


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

By:   
Keith Schoonover, President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX ~~77007~~ 77067  
Attn: Monica Vega-Duffield  
File: 351045-51

E-FILED FOR RECORD  
12/30/2011 11:27AM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/30/2011



*Mark Turnbull*

County Clerk  
Montgomery County, Texas

14729-FD-204

**CERTIFICATE OF ADOPTION  
OF  
FLAG DISPLAY GUIDELINES  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.011 ("Section 202.011") thereto; and

**WHEREAS**, Section 202.011 allows a property owners' association to adopt and enforce reasonable rules and regulations regarding the display of flags; and

**WHEREAS**, the Board has determined that in connection with providing reasonable rules and regulations regarding the display of flags, it is appropriate for the Association to adopt flag display guidelines; and

**WHEREAS** the Board, by unanimous written consent, duly passed the flag display guidelines described herein below (the "Flag Display Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that Board, by unanimous written consent, duly adopted the Flag Display Guidelines. The Flag Display Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding the display of flags which may have previously been in effect for the Bay River Colony community. The Flag Display Guidelines are as follows:

**CATEGORY 1**

***(HOUSE OR GARAGE MOUNTED FLAGPOLES)***

Flagpoles six feet (6') in length or less must be mounted on the house or garage using a bracket manufactured for flagpoles. Flagpoles must be constructed of long lasting materials with a finish appropriate to the material used in the construction of the flagpole and harmonious with the dwelling. The flag may not exceed three (3') feet in height by five (5') feet in width. The flagpole must be removed when the flag is not displayed.

**CATEGORY 2**

***(IN-GROUND MOUNTED FLAGPOLES)***

Flagpoles longer than six (6') feet must be mounted in-ground. Permanent in-ground flagpoles are generally defined as those that are installed in an appropriate footing (usually concrete) and are not meant to be removed unless the flagpole is being replaced. Temporary in-ground flagpoles are generally defined as those poles that are installed in the ground by a sleeve system that is designed to allow the easy removal and reinsertion of the pole. In-



ground flagpoles must be in compliance with applicable easements, set backs and ordinances. Flagpoles must be constructed of metal with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling. Flagpoles may only be installed in front yards and within the established building lines.

If a flag is to be displayed daily (from dusk till dawn), then a permanent in-ground flag must be installed. If a flag is only going to be displayed on specific holidays (as per the United States Flag Code (4 U.S.C. Section 1, *et. seq.*) (the "Flag Code") or less frequent than every day, then the flagpole must be a temporary in-ground flagpole and the flagpole must be removed from the ground on those days that a flag is not being displayed.

The top of permanent in-ground flagpoles may not be taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag must be appropriate for the height of the flagpole, but in any event, may not exceed four (4') feet in height by six (6') feet in width for flags mounted on permanent in-ground flagpoles taller than fifteen (15') feet but no taller than twenty (20') feet when measured from ground level (including all flagpole ornamentation). The size of the flag mounted on permanent in-ground flagpoles shorter than fifteen (15') feet when measured from ground level (including all flagpole ornamentation) may not exceed three (3') feet in height by five (5') feet in width. Flagpole halyards must be of a type which do not make noise and must be securely fastened. Flagpoles must be mounted on an appropriate footing and if this footing is visible, it must be screened with adequate landscaping.

#### MINIMUM CONDITIONS

In addition to the foregoing requirements, no flagpole shall be erected, constructed, placed, or permitted to remain on any lot and no flag shall be displayed on any lot unless such installation and display strictly complies with the following minimum conditions:

- a. The proposed location of the flagpole must be submitted to the Association's Architectural Control Committee for prior written approval.
- b. No more than one (1) flagpole per lot may be installed. No more than one (1) flag per property may be display at any one (1) time.
- c. The one (1) displayed flag may be (1) the flag of the United States of America displayed in accordance with 4 U.S.C. Sections 5-10; (2) the flag of the State of Texas displayed in accordance with Chapter 3100, Texas Government Code; or (3) an official or replica flag of any branch of the United States armed forces. No other flags are allowed, including but not limited to school spirit flags.
- d. If the flag is to be flown after dusk, it must be properly illuminated per the Flag Code. It may be lit with an in-ground light (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag. It cannot cause any type of light spillage onto adjoining properties or into the street. All exterior lighting must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. The flag and flagpole must be properly maintained in good condition at all times. Should the flag become faded, frayed or torn; it must be replaced immediately. If the flagpole becomes scratched, dented, leaning, or structurally unsafe; or if the paint is chipped or faded, it must be replaced, repaired or removed immediately.
- f. No advertising slogan, logo printing or illustration shall be permitted upon the flag or flagpole, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the flag or flagpole.

- g. Any flagpole shall be installed in a manner that complies with all applicable laws and regulations (including but not limited to applicable zoning ordinances, easements and setbacks of record) and manufacturer's instructions.
- h. The flag and flagpole must be located wholly within the owner's lot and not on property that is owned or maintained by the Association.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

By: *Keith Schoonover*  
Keith Schoonover, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Monica D. Vega Duffield*  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX ~~77007~~ *77069*  
Attn: Monica Vega-Duffield  
File: 351045-51

E-FILED FOR RECORD  
12/30/2011 11:27AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.

12/30/2011



County Clerk  
Montgomery County, Texas



14724-FD-005

**CERTIFICATE OF ADOPTION  
OF  
RAINWATER HARVESTING SYSTEM GUIDELINES  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.007(d)(6) and 202.00(d)(7) (collectively "Section 202.007(d)") thereto; and

**WHEREAS**, Section 202.007(d) allows a property owners' association to adopt and enforce rules and regulations regarding rain barrel or rainwater harvesting systems (herein called "Rainwater Harvesting System" or "Rainwater Harvesting Systems"); and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding Rainwater Harvesting Systems, it is appropriate for the Association to adopt guidelines regarding Rainwater Harvesting Systems; and

**WHEREAS**, the Board, by unanimous written consent, duly passed guidelines regarding Rainwater Harvesting Systems described herein below (the "Rainwater Harvesting System Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Rainwater Harvesting System Guidelines. The Rainwater Harvesting System Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding Rainwater Harvesting Systems which may have previously been in effect for the Hidden Creek Community. The Rainwater Harvesting System Guidelines are as follows:

Rainwater Harvesting Systems and all related equipment shall not be erected, constructed, placed, or permitted to remain on any lot unless they strictly comply with the following minimum conditions:

- a. The Rainwater Harvesting System and any related equipment shall not be constructed or placed or permitted to remain on property owned by the Association or between the front of the property owner's home and an adjoining or adjacent street.
- b. The color of the Rainwater Harvesting System and related equipment must be consistent with the color scheme of the property owner's house.

- c. No advertising slogans, logo, printing or illustration shall be permitted upon the Rainwater Harvesting System or related equipment, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for the Rainwater Harvesting System or any related equipment.
- d. To the extent that the Rainwater Harvesting System and any related equipment is located on the side of the house or at any other location that is visible from a street, the size, type, and shielding of, and the materials used in the construction must be submitted to the Association's Architectural Control Committee for prior written approval.
- e. Any Rainwater Harvesting System or related equipment installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

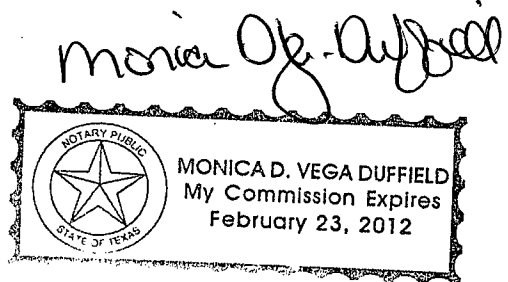
**HIDDEN CREEK COMMUNITY  
ASSOCIATION, INC.,** a Texas non-profit corporation

By: *Keith Schoonover*  
Keith Schoonover, President

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on *December 19*, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

**WHEN RECORDED, RETURN TO:**  
Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77067 *mda*  
Attn: Monica Vega-Duffield



**E-FILED FOR RECORD**  
**12/30/2011 11:27AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS**  
**COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



County Clerk  
Montgomery County, Texas



**CERTIFICATE OF ADOPTION OF RECORDS PRODUCTION AND COPYING  
POLICY OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

14729-FD-200

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005 ("Section 209.005") thereto; and

**WHEREAS**, Section 209.005(i) of the Texas Property Code requires a property owners' association to adopt a records production and copying policy that prescribes the costs the association will charge for compilation, production and reproduction of information requested under Section 209 of the Texas Property Code; and

**WHEREAS**, the Board has determined that in connection with producing and copying records, it is appropriate for the Association to adopt a records production and copying policy; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the records production and copying policy described herein below (the "Records Production and Copying Policy").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Records Production and Copying Policy set forth below. The Records Production and Copying Policy is effective January 1, 2012, and supersedes any guidelines or policy for records production and copying which may have previously been in effect. The Records Production and Copying Policy is as follows:

- I. **Request for Books and Records:** Copies of the Association's books and records will be reasonably available to all Owner's or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Owner's Authorized Representative") upon proper request and at the Owner's expense. A proper request:
  - a. Must be sent by certified mail to the Association or the Association's authorized representative at the address as reflected in the Association's most recent management certificate as recorded in the Office of the County Clerk;
  - b. Must be from an Owner or an Owner's Authorized Representative (herein, the Owner and the Owner's Authorized Representative being collectively called the "Requestor");
  - c. Must contain sufficient detail to identify the books and records of the Association being requested (herein the "Requested Records"); and

- d. Must designate whether the Requestor is requesting to inspect the Requested Records or requesting to have the Association forward copies of Requested Records to the Requestor.

**II. Association's Response:** The Association shall respond to the Requestor's request in writing.

- a. **Request to Inspect:** Upon receipt of a proper request to inspect the Requested Records as outlined above, the Association will send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request, and provide dates and times during normal business hours that the Requested Records will be made available for inspection by the Requestor (to the extent the Requested Records are in the possession, custody or control of the Association and are not otherwise privileged and therefore protected from inspection). The Association and the Requestor shall arrange for a mutually agreeable time to conduct the inspection. If copies of the Requested Records are made at the inspection, the Association shall provide the Requestor with copies upon receipt of the cost thereof as described below.
- b. **Request for Copies:** If a request for copies of Requested Records is made, the Association shall send written notice to the Requestor on or before ten (10) business days after the Association receives the proper request advising the Requestor of the date that the Requested Records will be made available, and the cost that must be received by the Association before the Requested Records will be provided. Upon receiving payment for the Requested Records, the Association will produce the Requested Records to the Requestor by sending the Requested Records to the Requestor by regular U.S. Mail at the Requestor's address shown in the request, or upon written request, the Requestor may pick up the Requested Records from the Association's management company. The Association may provide the Requested Records in hard copy, electronic format, or other format reasonable available to the Association
- c. **Additional Time:** If upon review of a proper request to inspect or copy documents, the Association determines it cannot comply with the request within ten (10) business days after receipt of the request by the Association, the Association shall send the Requestor a written notice (within such ten (10) business day period) that informs the Requestor that the Association is unable to produce the Requested Records on or before the tenth (10<sup>th</sup>) business day after the Association received the request and that the Requested Records will be produced for inspection, or copied and mailed (subject to receipt of payment as set forth herein), as the case may be, on or before fifteen (15) business days from the date the notice is mailed to the Requestor.

**III. Costs:** The Association hereby adopts the following schedule of costs:

a. **Copies:**

- i. 10 cents per page for a regular 8.5" x 11" page
- ii. 50 cents per page for pages 11" x 17" or greater
- iii. Actual cost for specialty paper (color, photograph, map, etc.)
- iv. \$1.00 for each CD or audio cassette;
- v. \$3.00 for each DVD

b. **Labor:**

\$15.00 per hour for actual time to locate, compile, and produce the records for any copy request of 50 pages or more.

c. **Overhead**

20% of the total labor charge for any request of 50 pages or more.

d. **Materials**

Actual cost of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

**IV. Cost Reconciliation:** If the estimated cost provided to the Requestor is more or less than the actual cost of producing the Requested Records, the Association shall, within thirty (30) days after producing the Requested Records, submit to the Requestor, either an invoice for additional amounts owed or a refund of the overages paid by the Requestor. If the final invoice includes additional amounts due from the Requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) day after the date the invoice is sent to the Requestor, may be added to the Owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the Requestor is entitled to a refund, and the refund shall be issued to the Requestor not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Requestor.

**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

By:



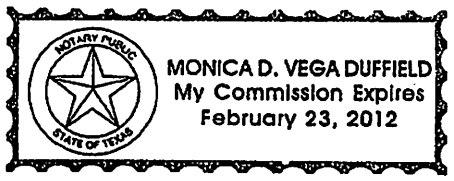
Keith Schoonover, President



THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

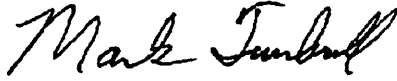
Monica D. Vega-Duffield  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX 77007 *mdn*  
Attn: Monica Vega-Duffield  
File: 351045-51

**E-FILED FOR RECORD**  
**12/30/2011 11:27AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS**  
**COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



County Clerk  
Montgomery County, Texas





An owner or resident may display or affix on the owner's or resident's property or dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief, subject to the following restrictions:

- a. The religious display must generally be harmonious with the Community and the improvements on the owner's or resident's property and the size of the religious display must be reasonable in relation to its location on the property or dwelling.
- b. The display or affixing of a religious item on the owner's or resident's property or dwelling that threatens the public health or safety is prohibited.
- c. The display or affixing of a religious item on the owner's or resident's property or dwelling that violates a law other than a law prohibiting the display of religious speech is prohibited.
- d. The display or affixing of a religious item on the owner's or resident's property or dwelling that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content is prohibited.
- e. The display or affixing of a religious item on property owned or maintained by the Association is prohibited.
- f. The display or affixing of a religious item on property owned in common by members of the Association is prohibited.
- g. The display or affixing of a religious item on the owner's or resident's property or dwelling that violates any applicable building line, right-of-way, setback, or easement is prohibited.
- h. The display or affixing of a religious item to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture is prohibited.
- i. Religious displays and items that are not properly maintained or go into a state of disrepair are prohibited and must be promptly repaired, replaced or removed.
- j. Prior to installation of any religious display, or the affixing of a religious item on the owner's or resident's property or dwelling, the owner or resident must submit to the Association's architectural reviewing body (the "Architectural Reviewing Body") plans and specifications, including dimensions, colors, material, and proposed location on the owner's or resident's property, scaled in relation to all boundary lines and other improvements on the property of the proposed religious display and/or item and receive written approval from the Architectural Reviewing Body. Notwithstanding the foregoing, written approval from the Architectural Reviewing Body is not required for religious displays or items attached to any exterior door or door frame of the home that are 25 square inches or smaller. For example and without limitation, no prior permission is required to place a cross or a mezuzah smaller than 25 square inches on the home's front door or door frame.

- k. Seasonal holiday decorations are not considered religious display items and therefore may be governed by other guidelines adopted by the Association.

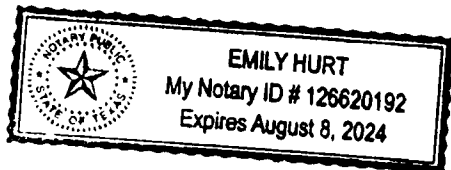
**EXECUTED** on the date of the acknowledgment set forth herein below, to be effective as set forth above.

Owners of Hidden Creek Community Association,  
Inc., a Texas non-profit corporation

By: *Kendra Meyers*  
Kendra Meyers, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on *September 30<sup>th</sup>*, 2021, by Kendra Meyers, President of Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



*Emily Hurt*  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Hoover Slovacek LLP  
5051 Westheimer, Suite 1200  
Houston, Texas 77056

**E-FILED FOR RECORD**

10/05/2021 04:22PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**10/05/2021**



County Clerk  
Montgomery County, Texas



14729-FD-207  
**CERTIFICATE OF ADOPTION  
OF  
REGULATION OF DISPLAY OF RELIGIOUS ITEMS  
OF  
HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.018 ("Section 202.018") thereto; and

**WHEREAS**, Section 202.018 allows a property owners' association to adopt and enforce regulations regarding the Display of Religious items; and

**WHEREAS**, the Board has determined that in connection with providing regulations regarding display of religious items, it is appropriate for the Association to adopt Regulations Regarding Display of Religious Items described herein below; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the regulations described herein below (the "Regulation of Display of Religious Items").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that Board, by unanimous written consent, duly adopted the Regulation of Display of Religious Items. The Regulation of Display of Religious Items is effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersedes any regulations regarding the display of religious items which may have previously been in effect for the Hidden Creek community. The Regulation of Display of Religious Items is as follows:

Except as otherwise provided by this Regulation, the Association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing 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.

- a. A religious item is not permitted anywhere on a Lot except on the entry door or door frame of the residence. Religious items shall not extend past the outer edge of the door frame.
- b. The religious items, individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- c. Religious items shall not contain language, graphics, or any display that is patently offensive to a passerby.

- d. Religious items shall not be displayed or affixed on an entry door or door frame if it or they threaten the public health or safety or violate a law.
- e. An owner or resident is not permitted to use a material or color for an entry door or door frame of the owner's or resident's residential dwelling or change the color of an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the ARC.

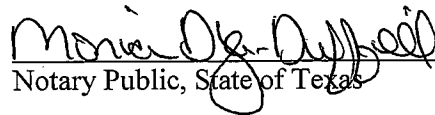
**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

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

By:   
Keith Schoonover, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**

Friendswood Development Company  
550 Greens Parkway, Suite 100  
Houston, TX ~~77067~~ 77068  
Attn: Monica Vega-Duffield  
File: 351045-51

**E-FILED FOR RECORD**  
**12/30/2011 11:27AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS**  
**COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



County Clerk  
Montgomery County, Texas



**CERTIFICATE OF ADOPTION  
OF  
SECURITY MEASURES GUIDELINES  
OF  
OWNERS OF HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS                   §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF MONTGOMERY       §

**WHEREAS**, the Board of Directors (the “Board”) of Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation (the “Association”) is charged with administering and enforcing those certain covenants, conditions, and restrictions encumbering the Hidden Creek community (the “Community”); and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2021, to add Section 202.023 thereto (“Section 202.023”); and

**WHEREAS**, Section 202.023 requires a property owners' association to allow an owner the ability to build or install a security measure, such as a security camera, motion detector, or perimeter fence, subject to certain guidelines and restrictions; and

**WHEREAS**, the Board has determined that in connection with the adoption of guidelines and restrictions on security measures in the Community, it is appropriate for the Association to adopt the guidelines described herein below; and

**WHEREAS**, the Bylaws of the Association provide that a majority of the members of the Board shall constitute a quorum for the transaction of business and that the action of a majority of the members of the Board at a meeting at which a quorum is present is the action of the Board; and

**WHEREAS**, the Board held a meeting on the 21 day of September 2021 (the “Adoption Meeting”), at which at least a majority of the members of the Board were present and duly passed the guidelines described herein below (the “Security Measures Guidelines”).

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that at the Adoption Meeting, at least a majority of the members of the Board were present and the Board duly adopted the Security Measures Guidelines. The Security Measures Guidelines are effective upon recordation of this Certificate in the Official Public Records, and supplement any restrictive covenants, guidelines or policies regarding the types of security measures which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with the Security Measures Guidelines here, in which case the terms in this Security Measures Guidelines will control. The Security Measures Guidelines are as follows:

1. General. Property owners may install or build security measures on their lot intended to promote security for their own lot and property while adhering to and promoting the design, harmony and aesthetics of the Community.
2. Cameras/Motion Detectors. Property owners may place cameras and motion detectors on their own lot as security measures. Cameras and motion detectors may not be placed on the lot of any other owner, or on any Association property.
3. Perimeter Fencing. Perimeter fencing is permitted by the Association as a security measure and must be ground-mounted on the boundary line of the property owner's lot and installed in a contiguous manner around the entirety of the lot boundaries but wholly upon the property owner's lot. Perimeter fencing shall be of a height that is reasonable in relation to its location on the lot and surrounding structures. A gate in a perimeter fence is for all purposes considered part of the perimeter fence. Perimeter fencing as a security measure shall not consist of any barbed wire, razor wire, chain link, or vinyl. Electrically charged fencing as a security measure or otherwise is prohibited.
4. Plans and Specifications. Prior to installation of any security measure, including but not limited to, cameras, motion detectors, and perimeter fencing, owners must submit to the Association's architectural reviewing body (the "Architectural Reviewing Body"), plans and specifications, including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Owners must receive prior written approval from the Architectural Reviewing Body prior to installation of any security measures. The Architectural Reviewing Body may require the use of, or prohibit, specific materials, colors, and designs and may require specific location(s) for the security measure. A property owner who builds or installs a security measure must ensure that it is in compliance with all laws, ordinances and codes. An approval of an application for a security measure by the Architectural Reviewing Body is not a guaranty of compliance with any laws, ordinances, codes, drainage requirements or otherwise, and the property owner assumes all risks, expenses and liabilities associated with safety and security measures built or installed, including, but not limited to, the city or county requiring the removal of perimeter fencing or security measure for any reason. Approval by the Architectural Reviewing Body is not a guarantee of safety or security. The Association does not provide security and is not responsible for the safety or security in the Community.
5. Maintenance. Any security measure built or installed shall be properly maintained, kept in good repair, and not go into a state of disrepair or become an eyesore.

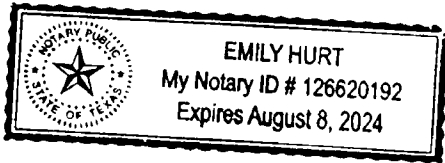
**EXECUTED** on the date of the acknowledgment set forth herein below, to be effective as set forth above.

Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation

By: *Kendra Meyers*  
Kendra Meyers, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on *September 30<sup>th</sup>*, 2021, by Kendra Meyers, President of Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



*Emily Hurt*  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Hoover Slovacek LLP  
5051 Westheimer, Suite 1200  
Houston, Texas 77056



**E-FILED FOR RECORD**

10/05/2021 04:22PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**10/05/2021**



County Clerk  
Montgomery County, Texas

14729-FO-206  
**CERTIFICATE OF ADOPTION  
 OF  
 SOLAR ENERGY DEVICES GUIDELINES  
 OF  
 HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**

**WHEREAS**, the Board of Directors (the "Board") of the Hidden Creek Community Association, Inc., a Texas non-profit corporation (the "Association") is charged with administering and enforcing those certain covenants, conditions, and restrictions contained in that certain Revised and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the County Clerk of Montgomery County, Texas under Clerk's File No. 2007-027699 as said instrument has been or may be amended or supplemented from time to time, encumbering the Hidden Creek community; and

**WHEREAS**, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to add Section 202.010 ("Section 202.010") thereto; and

**WHEREAS**, Section 202.010 allows a property owners' association to adopt and enforce rules and regulations regarding solar energy devices; and

**WHEREAS**, the Board has determined that in connection with providing rules and regulations regarding solar energy devices, it is appropriate for the Association to adopt solar energy devices guidelines; and

**WHEREAS**, the Board, by unanimous written consent, duly passed the solar energy devices guidelines described herein below (the "Solar Energy Devices Guidelines").

**NOW, THEREFORE**, to give notice of the matters set forth herein, the undersigned, being the President of the Association, does hereby certify that the Board, by unanimous written consent, duly adopted the Solar Energy Devices Guidelines. The Solar Energy Devices Guidelines are effective upon recordation of this Certificate in the Official Public Records of Montgomery County, Texas, and supersede any guidelines regarding solar energy devices which may have previously been in effect for the Hidden Creek community. The Solar Energy Devices Guidelines are as follows:

As used herein, "Solar Energy Device" or "Solar Energy Devices" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy and includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

**CATEGORY 1**  
***(ROOF MOUNTED SOLAR ENERGY DEVICE)***

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be located to the rear one-half (1/2) of the lot, must not be visible from the frontage

street or adjoining streets and must serve only improvements on the particular lot in which it is located unless an alternate location on the roof increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent. In such instance, the Solar Energy Device and any mast shall be placed in the least visible location where an acceptable level of annual energy production is still possible.

- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not extend above the roofline of the house or other structure upon which the Solar Energy Device is located.
- c. The slope of the Solar Energy Device and any brackets must conform to the slope of the roof and must have a top edge that is parallel to the roofline.

**CATEGORY 2**  
***(NON-ROOF MOUNTED SOLAR ENERGY DEVICE)***

The following conditions (as well as the Minimum Conditions set forth below) apply to a Solar Energy Device not mounted to the roof of the home or other structure:

- a. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may not extend above the fence line.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring may only be located in a fenced yard or patio owned and maintained by the owner.

**MINIMUM CONDITIONS**

In addition to the foregoing requirements, no Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall be erected, constructed, placed, or permitted to remain on any lot unless such installation strictly complies with the following minimum conditions:

- a. The proposed location of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be submitted to the Association's Architectural Control Committee for prior written approval. The Association's Architectural Control Committee reserves the right to withhold approval of the Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring, even if it complies with the Guidelines herein, if the placement constitutes a condition that substantially interferes with the use and enjoyment of land by causing an unreasonable discomfort or annoyance to persons of ordinary sensibilities.
- b. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must not threaten the public health or safety as adjudicated by a court or violate the law as adjudicated by a court.
- c. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black tone commonly available in the market place and no advertising slogan, log, print or illustration shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast, other than the standard logo, printing or illustration which may be included by the applicable manufacturer for



the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring mast.

- d. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring shall not be constructed or placed or permitted to remain on any property owned or maintained by the Association.
- e. The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring installed hereunder shall be installed in a manner that complies with all applicable laws and regulations and manufacturer's instructions and as installed, must not void the manufacturer's warranty.

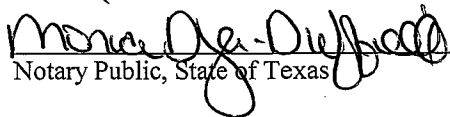
**EXECUTED** on the date of the acknowledgement set forth herein below, to be effective as set forth above.

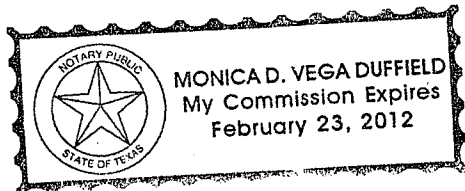
**HIDDEN CREEK COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation

By:   
 Keith Schoonover, President

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 19, 2011, by Keith Schoonover, President of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

  
 Notary Public, State of Texas



**WHEN RECORDED, RETURN TO:**  
 Friendswood Development Company  
 550 Greens Parkway, Suite 100  
 Houston, TX ~~77007~~ 77067  
 Attn: Monica Vega-Duffield

**E-FILED FOR RECORD**

**12/30/2011 11:27AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**STATE OF TEXAS  
COUNTY OF MONTGOMERY**

**I hereby certify this instrument was e-FILED in  
file number sequence on the date and at the time  
stamped herein by me and was duly e-RECORDED in  
the Official Public Records of Montgomery County, Texas.**

**12/30/2011**



County Clerk  
Montgomery County, Texas



policies regarding the types of Swimming Pool Enclosures described in any guidelines which may have previously been in effect for the Community, unless such restrictive covenants, guidelines or policies are in conflict with any previously adopted swimming pool enclosure guidelines, in which case the terms in the Swimming Pool Enclosure Guidelines will control. The Swimming Pool Enclosure Guidelines are as follows:

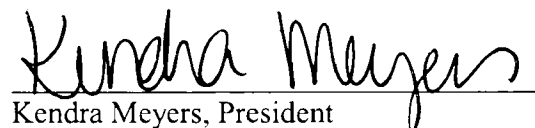
A Swimming Pool Enclosure may be installed around a water feature, including a swimming pool or spa, that is located on the owner's property, under the following conditions:

1. The Swimming Pool Enclosure shall conform to applicable state or local safety requirements, shall not exceed six feet (6') in height, and shall not be below the minimum height required by law;
2. The Swimming Pool Enclosure shall be designed not to be climbable;
3. The property owner must apply for and obtain written approval from the Association's architectural reviewing body (the "Architectural Reviewing Body") prior to installation of a Swimming Pool Enclosure. Applications must include details on the size, appearance, color, location and materials;
4. The Swimming Pool Enclosure must be kept in good repair;
5. The Association may prohibit any Swimming Pool Enclosure that is not in compliance with these Swimming Pool Enclosure Guidelines, and also may require the removal of the non-conforming Swimming Pool Enclosure and restoration of the property to its original condition; and
6. The Architectural Reviewing Body and the Association's Board, on any appeal of the Architectural Reviewing Body decision, have the absolute discretion to deny any Swimming Pool Enclosure that is not black in color and does not consist of transparent mesh set in metal frames.

**EXECUTED** on the date of the acknowledgment set forth herein below, to be effective as set forth above.

Owners of Hidden Creek Community Association,  
Inc., a Texas non-profit corporation

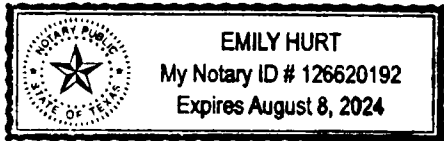
By:

  
Kendra Meyers, President



THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on September 30<sup>th</sup>, 2021, by Kendra Meyers, President of Owners of Hidden Creek Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Emily Hurt  
Notary Public, State of Texas

**WHEN RECORDED, RETURN TO:**  
Hoover Slovacek LLP  
5051 Westheimer, Suite 1200  
Houston, Texas 77056

**E-FILED FOR RECORD**

10/05/2021 04:22PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**10/05/2021**



County Clerk  
Montgomery County, Texas