**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# POLITICAL SIGN POLICY

**WHEREAS**, Article XI, Section 11.01(n) of the Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (the "**Declaration**") sets forth certain restrictions for the installation and placement of exterior signs or advertisements; and

**WHEREAS**, Chapter 259 of the Texas Election Code places certain limitations on the right of property owners' associations to restrict a person's ability to display signs advertising a candidate or measure for an election (a "**Political Sign**"); and

**WHEREAS**, the Board of Directors have determined that the adoption of a policy governing Political Signs within the Parkway Village community that complies with Chapter 259 of the Texas Election Code will benefit the community; and

**WHEREAS**, at a meeting of the Board of Directors on _____, 2023, the Board adopted the following Political Sign Policy.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Chapter 259 of the Texas Election Code, the Board of Directors hereby adopt the following policy governing Political Signs, to be known as the Political Sign Policy (this "**Policy**").

Owners may display Political Signs on their Lots which comply with the following reasonable restrictions set forth in this Policy. No other exterior signs or advertisements of any kind are permitted to be displayed on any portion of the Lots other than mailboxes, residential nameplates "for sale" and "for rent" signs.

1. **Permitted Political Signs**. Political Signs are permitted to be displayed on an Owner's Lot subject to the following restrictions:

   (1) The sign is not erected more than 90 days in advance of the election to which it pertains and is removed within 10 days after the election.
   (2) The sign is ground-mounted.
   (3) Only one sign is permitted for each candidate or measure.
   (4) The sign does not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any similar building, landscaping, or nonstandard decorative component.
   (5) The sign is not attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
   (6) The sign does not include the painting of architectural surfaces.
   (7) The sign does not threaten the public health or safety.

(8) The sign is no larger than 4 feet by 6 feet.
(9) The sign does not violate a law, whether federal, state, or local.
(10) The sign does not contain language, graphics, or any display that would be offensive to the ordinary person.
(11) The sign is not accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

2. **Removal**. Any Political Sign which is displayed in violation of this Policy, including the failure to timely remove a Political Sign after the election date, may be removed by the Association or its Managing Agent at the Owner's expense, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

3. **Maintenance**. Owners who install Political Signs are solely responsible for all associated costs, including but not limited to costs of installation, replacement, repair, maintenance, relocating and removal of the Political Sign. If an Owner fails to maintain a Political Sign, the Owner shall be given notice of such fact by the Association or the Association's Managing Agent, and the Owner shall be required to correct such condition within a reasonable amount of time. If Owner fails to do so, then the Association or Managing Agent may remove the Political Sign at the Owner's expense, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

4. **Lot Owner Responsible for Compliance.** The Lot Owner is responsible for compliance with this Policy. If the Owner's dwelling is occupied by someone other than the Owner (e.g. a tenant), the occupant(s) is bound by this Policy, and the Owner is responsible for ensuring that the occupant(s) comply with this Policy.

**5.** **Violations**. Owners whose Political Signs do not comply with this Policy will be given notice of the existence of the violation by the Association or the Managing Agent. Failure to comply may result in the Owner being fined in addition to the removal of the sign.

**IT IS FURTHER RESOLVED** that, upon adoption hereof, this Political Sign Policy shall be effective as of the date an executed copy of same is recorded in the Real Property Records of Collin County, Texas, and are to remain in force and effect until revoked, modified, or amended.

This is to certify that the foregoing was adopted by the Board of Directors at a meeting of same on _____, 2023, and has not been modified, rescinded, or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

**ANTENNA AND SATELLITE DISH POLICY**

**WHEREAS**, Article XI, Section 11.01(a) of the Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (the "**Declaration**") sets forth certain restrictions for the installation and placement of exterior television, radio, or other antenna (including satellite dishes); and

**WHEREAS**, the Federal Communications Commission ("**FCC**") has adopted the Over-the-Air Reception Devices ("**OTARD**") rule pursuant to the Telecommunications Act of 1996, which places certain limitations on the right of a property owners' association to restrict a person's ability to receive certain video programming signals from certain types of satellite dishes and antennas; and

**WHEREAS**, the Board of Directors have determined that the adoption of a policy governing antennas and satellite dishes within the Parkway Village community that complies with the FCC's OTARD rule will benefit the community; and

**WHEREAS**, at a meeting of the Board of Directors on _____, 2023, the Board adopted the following Antenna and Satellite Dish Policy.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the FCC's OTARD rule, the Board of Directors hereby adopt the following policy governing antennas and satellite dishes, to be known as the Antenna and Satellite Dish Policy (this "**Policy**").

Over-the-air-reception devices are permitted at Parkway Village in accordance with FCC rules and the following reasonable restrictions set forth in this Policy. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of an Owner's Lot except in accordance with this Policy.

1. **Permitted Devices**. The following devices are permitted by this Policy ("**Permitted Devices**"):

   (1) A "satellite dish" that is one meter (39.37 inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

   (2) An antenna that is one meter (39.37 inches) or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

   (3) An antenna that is designed to receive local television broadcast signals.

2. **Notification**. Owners must notify the Architectural Committee prior to installing one or more outdoor Permitted Devices, but Architectural Committee approval is not required for installation of a Permitted Device. In addition, any Owner desiring to install one or more antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services ("DARS"), or antennas used as part of a hub to relay signals among multiple locations must seek written approval from the Architectural Committee prior to installation.

3. **Installation**. Permitted Devices may be placed on the Owner's Lot in the least conspicuous location at which an acceptable quality signal can be received. Owners may mount a Permitted Device on a mast in order to reach the height needed to receive or transmit an acceptable quality signal. The Permitted Device shall not be installed any higher than is absolutely necessary in order to ensure reception of an acceptable quality signal. Exterior wiring or coaxial cable should be installed so as to be minimally visible. In no case shall wires or cabling run over the top of the roof of the Owner's dwelling or along the exterior of the dwelling. To the extent screening is practical given the location of the Permitted Device after installation and to the extent screening does not constitute an unreasonable expense for the Owner, the Permitted Device is to be screened from the view of adjacent Lots by a screening device approved by the Architectural Committee. If the Association deems it necessary to challenge the location of the Permitted Device as not being located in the least conspicuous location at which an acceptable quality signal can be received and further testing is needed for purposes of determining alternative locations where an acceptable signal can be received, the Board of Directors shall have the discretion to authorize the Association to pay for such testing.

4. **Maintenance**. Owners who install outdoor Permitted Devices are solely responsible for all associated costs, including but not limited to costs of installation, replacement, repair, maintenance, relocating and removal of the Permitted Device. If use of an outdoor Permitted Device is discontinued, the Owner shall promptly remove the Permitted Device and any associated mast, frames and cabling. If an Owner fails to remove some or all of an outdoor Permitted Device that is no longer in use, the Owner shall be given notice of such fact by the Association or the Association's Managing Agent, and the Owner shall be required to correct such condition within a reasonable amount of time. If Owner fails to do so, then the Association or Managing Agent may correct such discrepancy at the Owner's expense.

5. **Safety.** The Permitted Device must be installed in a manner that complies with all applicable city and state laws, regulations, and codes and in compliance with the manufacturer's instructions and specifications. The Owner shall not allow the Permitted Device to fall into disrepair and become a safety hazard. If the Permitted Device becomes detached from its mounting location and presents a safety hazard, the Owner must remove or repair the

detachment within seventy-two (72) hours of the detachment. If the detachment threatens the safety of persons or property, the Association or Managing Agent may correct the safety risk at the Owner's expense.

6. **Lot Owner Responsible for Compliance.** The Lot Owner is responsible for compliance with this Policy. If the Owner's dwelling is occupied by someone other than the Owner (e.g. a tenant), the occupant(s) is bound by this Policy, and the Owner is responsible for ensuring that the occupant(s) comply with this Policy.

7. **Violations**. Owners whose Permitted Devices do not comply with this Policy will be given notice of the existence of the violation by the Association or the Managing Agent. Failure to comply may result in the Owner being fined. If the Owner fails to act after multiple notices and/or fines, the Association or Managing Agent may remove the violating Permitted Device at the Owner's expense. If the installation in violation penetrated the roof or building exterior, the repairs to correct the property damage may be undertaken by the Association at the Owner's expense.

**IT IS FURTHER RESOLVED** that, upon adoption hereof, this Antenna and Satellite Dish Policy shall be effective as of the date an executed copy of same is recorded in the Real Property Records of Collin County, Texas, and are to remain in force and effect until revoked, modified, or amended.

This is to certify that the foregoing was adopted by the Board of Directors at a meeting of same on _____, 2023, and has not been modified, rescinded, or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# ARCHITECTURAL REVIEW AUTHORITY PROCEDURES

**WHEREAS**, Section 209.00505 of the Texas Property Code establishes certain requirements for an association's architectural review authority and the procedures used by the architectural review authority; and

**WHEREAS**, in order to comply with Section 209.00505 of the Texas Property Code, the Parkway Village Master Homeowners Association, Inc. (the "Association") desires to adopt procedures regarding the Association's architectural review authority.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 209.00505 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding the architectural review authority.

1. "Architectural review authority" means the governing authority for the review (sometimes referred to, among other things, as an architectural review committee or architectural control committee) and approval of improvements within the Association.

2. These Architectural Review Authority Procedures do not apply during a development period or during any period in which the Declarant:

(a) appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or

(b) has the right to veto or modify a decision of the architectural review authority.

3. A person may not be appointed or elected to serve on the Association's architectural review authority if the person is:

(a) a current board member;

(b) a current board member's spouse; or

(c) a person residing in a current board member's household.

4. A decision by the Association's architectural review authority denying an application or request by an owner for the construction of improvements in the Association may be appealed to the Board. A written notice of the denial must be provided to the owner by certified mail, hand delivery, or electronic delivery (the "Denial Notice"). The Denial Notice must:

(1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

(2) inform the owner that the owner may request a hearing under Subsection (e) on or before the 30th day after the date the Denial Notice was mailed to the owner.

5. The Board shall hold a hearing under this section not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.

6. During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the Denial Notice.

7. The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

8. The Association or the owner may make an audio recording of the meeting.

9. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's dedicatory instruments.

10. In the event of any conflict between 209.00505 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, 209.00505 of the Texas Property Code and these procedures control.

**IT IS FURTHER RESOLVED** that these Architectural Review Authority Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on _____, and have not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# DOCUMENT INSPECTION AND COPYING POLICY

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

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

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

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

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

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

Parkway Village Master Homeowners Association, Inc.
c/o Linsch Management, LLC
P.O. Box 701805
Dallas, Texas 75370

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

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice") or upon receipt of the owner's payment of the estimated cost of production if the Association elects to require payment in advance as discussed in Subsection 8 below. If the Requesting Party elects to receive copies of the Association's books and records, the Association shall produce the requested books and records within ten (10) business days after receiving the Requesting Party's request, or upon receipt of the owner's payment of the estimated cost of production if the Association elects to require payment in advance as discussed in Subsection 8 below.

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

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

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

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

(a) Copy charges.

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

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

(A) Diskette--$ 1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

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

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

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

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$ 2.50;

(K) Audio cassette--$ 1.00;

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

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

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

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

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

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

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

(c) Overhead charge.

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

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

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

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

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

9. Definitions. The definitions contained in the governing documents of the Association are hereby incorporated herein by reference.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# DOCUMENT RETENTION POLICY

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

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

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

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

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

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

5. Definitions. The definitions contained in the governing documents of the Association are hereby incorporated herein by reference.

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

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

DATE: _____ _____

Secretary

## EXHIBIT A – RECORD RETENTION SCHEDULE

| | |
|---|---|
| **A. GOVERNING DOCUMENTS** | |
| All copies of governing documents including but not limited to the Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations And Easements [for] Parkway Village Master (the "Declaration"), the First Amended and Restated Bylaws of Parkway Village Master Homeowners Association, Inc. (the "Bylaws"), the Articles of Incorporation of Parkway Village Master Homeowners Association, Inc. (the "Articles"), any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto | Permanently |
| **B. FINANCIAL RECORDS** | |
| Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers | 7 years |
| **C. RECORDS OF OWNERS' ACCOUNTS** | |
| Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner | 5 years |
| **D. CONTRACTS** | |
| Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation) | 4 years after expiration or termination |
| **E. MEETING MINUTES** | |
| Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any) | 7 years |
| **F. TAX RETURNS AND AUDIT RECORDS** | |
| All tax returns and audit records for the Association | 7 years |

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# EMAIL REGISTRATION POLICY

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

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

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

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

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

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

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

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# FLAG DISPLAY GUIDELINES

**WHEREAS**, Section 202.011 of the Texas Property Code precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of the Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

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

A. An owner or resident may display:
    1. the flag of the United States of America;
    2. the flag of the State of Texas; or
    3. an official or replica flag of any branch of the United States armed forces.

B. An owner may only display a flag in A. above if such display meets the following criteria:
    1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
    2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
    3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
    4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
    5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
    1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
    2. an owner may not install more than one flagpole on the owner's property;
    3. any flag displayed must not be greater than 3' x 5' in size;
    4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;

5. an owner may not locate a displayed flag or flagpole on property that is:

   (a) owned or maintained by the Association; or

   (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# STANDBY ELECTRIC GENERATOR GUIDELINES

**WHEREAS**, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which precludes associations from adopting or enforcing a complete prohibition on permanently installed standby electric generators; and

**WHEREAS**, pursuant to Section 202.019 of the Texas Property Code, the Board of Directors of Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations to regulate the operation and installation of standby electric generators.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 202.012 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on standby electric generators contained in any governing document of the Association which are inconsistent with the new law and adopts the following guidelines to govern standby electric generators.

A. All installations of standby electric generators must be approved prior to installation by the Association's Architectural Control Authority pursuant to Article VII of the Declaration. If the proposed installation meets or exceeds the requirements in Section B below, such installation will be approved.

B. An owner may only install a standby electric generator if such installation and device complies with the following requirements:

   1. All standby electric generators must be installed and maintained in compliance with both:

      a. the manufacturer's specifications; and

      b. applicable governmental health, safety, electrical and building codes;

   2. All electrical, plumbing and fuel line connections must be installed by licensed contractors;

   3. All electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;

   4. All natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;

   5. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;

6. Nonintegral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes;

7. The standby electric generator and its electrical lines and fuel lines must be maintained in good condition;

8. Owners must timely repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines; or

9. A standby electric generator must be screened from view if the generator is:

    a. visible from the street faced by the dwelling;

    b. located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or

    c. located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;

10. All standby electric generators must be installed in the side or rear yard of a residence and may not be installed in the front yard of a residence or closer to the street than the corner of the residence located nearest the standby electric generator, unless such location will:

    a. increase the cost of installing the standby electric generator by more than ten (10%); or

        1. increase the cost of installing and connecting the electrical and fuel lines for the standby electric generator by more than twenty percent (20%);

11. Standby electric generators may not be installed on property that is:

    a. owned or maintained by the Association; or

    b. owned in common by the Association's members.

C. Periodic testing of standby electric generators may be performed between the hours of 8:00 a.m. and 6:00 p.m., or at such other time as may be approved by the Board of Directors in accordance with the manufacturer's recommendations.

D. Standby electric generators may not generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility services to the residence.

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

**IT IS FURTHER RESOLVED** that these Standby Electric Generator Guidelines are effective upon recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____ 2023, and has not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS**
**FOR**
**PARKWAY VILLAGE MASTER**

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

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR PARKWAY VILLAGE MASTER** (this "Notice") is made this ____ day of _____, 2023, by Parkway Village Master Homeowners Association, Inc. (the "Association").

**W I T N E S S E T H:**

**WHEREAS,** the Association is the property owners' association created to manage or regulate the planned unit development subject to the Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements [for Parkway Village Master], recorded on or about March 30, 1985, in Book 2090, Page 858 et seq. of the Real Property Records of Collin County, Texas (the "Declaration"); and

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

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

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

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

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**,
A Texas non-profit corporation

By: _____
Name: _____
Title: _____

## ACKNOWLEDGEMENT

**STATE OF TEXAS** §
§
**COUNTY OF COLLIN** §

**BEFORE ME**, the undersigned authority, on this day personally appeared _____, _____ of Parkway Village Master Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this _____ day of _____, 2023.

_____
Notary Public, State of Texas

My Commission Expires: _____

**EXHIBIT "A"**

A-1 Religious Item Display Guidelines

A-2 Security Measures Guidelines

A-3 Swimming Pool Enclosure Guidelines

A-4 Architectural Review Authority Procedures

A-5 Violation Hearing Procedures

A-6 Policy Regarding Solicitation of Bids

A-7 Document Retention Policy

A-10 Document Inspection and Copying Policy

A-11 Alternative Payment Plan Policy

A-12 Email Registration Policy

A-13 Solar Energy Device Guidelines

A-14 Rainwater Collection Device Guidelines

A-15 Flag Display Guidelines

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# ALTERNATIVE PAYMENT PLAN POLICY

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

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

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

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

a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;

b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and

c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

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

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

b) Term. The term of the payment plan or schedule is six months and the Owner must make an initial payment of ten percent (10%) of the total amount owed and remaining payments in equal monthly installments.

c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.

e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.

f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than $5.00 per month.

g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

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

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the governing documents of the Association are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# SWIMMING POOL ENCLOSURE GUIDELINES

**WHEREAS**, Section 202.022 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument that prohibits or restricts an owner from installing on the owner's property a swimming pool enclosure, as that term is defined in the statute, that conforms to applicable state or local safety requirements and that is black in color and consists of transparent mesh set in metal frames; and

**WHEREAS**, pursuant to Section 202.022(2) of the Texas Property Code, the Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations relating to the appearance of swimming pool enclosures; and

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 202.022 of the Texas Property Code, the Association desires to adopt the following guidelines to govern swimming pool enclosures (the "Guidelines").

1. An owner may install a swimming pool enclosure that complies with all state and/or local safety requirements if the swimming pool enclosure is (i) black in color, and (ii) consists of transparent mesh set in metal frames.
2. All other proposed swimming pool enclosures must comply with all restrictions, covenants, and requirements contained in the Association's dedicatory instruments including, but not limited to, limitations establishing permissible colors, size, height and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any swimming pool enclosure.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.022 and these Guidelines control.

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

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on _____, and have not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# RAINWATER COLLECTION DEVICE GUIDELINES

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

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of the Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

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

A. An owner may not install a rain barrel or rainwater harvesting system if:

   1. such device is to be installed in or on property:

      (a) owned by the Association;

      (b) owned in common by the members of the Association; or

      (c) located between the front of the owner's home and an adjoining or adjacent street; or

   2. the barrel or system:

      (a) is of a color other than a color consistent with the color scheme of the owner's home; or

      (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

   1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and

   2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device

(and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

D. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.

E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Guidelines control.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# RELIGIOUS ITEM DISPLAY GUIDELINES

**WHEREAS**, Section 202.018 of the Texas Property Code precludes associations from adopting or enforcing a provision in a dedicatory instrument which prohibits an owner or resident from displaying or affixing 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; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, the Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations on the display of religious items; and

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with recent changes to Section 202.018 of the Texas Property Code, the Association desires to adopt the following guidelines to govern the display of religious symbols (the "Guidelines").

A. An owner or resident may not display or affix a religious item on the owner or resident's property or dwelling which:
    1. threatens the public health or safety;
    2. violates a law other than a law prohibiting the display of religious speech;
    3. contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
    4. is installed on property:
        (a) owned or maintained by the Association; or
        (b) owned in common by members of the Association;
    5. violates any applicable building line, right-of-way, setback, or easement; or
    6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

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

C. In the event of any conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.018(b) and these Guidelines control.

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

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on _____, and have not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# ROOFING MATERIALS GUIDELINES

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

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain roofing materials.

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

A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:

   1. are designed to:

      (a) be wind and hail resistant;

      (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;

      (c) provide solar generation capabilities; and

   2. when installed:

      (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;

      (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and

      (c) match the aesthetics of the property surrounding the owner's property.

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

C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, these Roofing Materials Guidelines control.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# SECURITY MEASURES GUIDELINES

**WHEREAS**, Section 202.023 of the Texas Property Code precludes associations from adopting or enforcing a restrictive covenant that prevents an owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence; and

**WHEREAS**, Section 202.023 of the Texas Property Code further provides that it does not prohibit an association from (1) prohibiting the installation of a security camera by an owner in a place other than the owner's private property; or (2) regulating the type of fencing that an owner may install.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Parkway Village Master Homeowners Association, Inc. (the "Association") desires to adopt the following guidelines to govern the building or installing of security measures (the "Guidelines").

1. An owner may not install a security camera in any location other than the owner's own property.
2. Any and all perimeter fencing must comply with all covenants, conditions, restrictions and requirements contained in the Association's dedicatory instruments, including, but not limited to restrictions related to size, height, color, and material.
3. Owners must submit plans to and obtain the prior approval of the Association's architectural review authority where applicable before constructing or installing any perimeter fence.
4. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
5. In the event of any conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 202.023 and these Guidelines control.

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

This is to certify that the foregoing guidelines were adopted by the Board of Directors at a meeting of same on _____, and have not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# SOLAR ENERGY DEVICE POLICY

**WHEREAS**, Section 202.010 of the Texas Property code precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

**WHEREAS**, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of the Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

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

A. An owner may not install a solar energy device that:

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

6. if located in a fenced yard or patio, is taller than the fence line;
7. as installed, voids material warranties; or
8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

B. The definitions contained in the Association's governing documents are hereby incorporated herein by reference.

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

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# POLICY REGARDING SOLICITATION OF BIDS

**WHEREAS**, pursuant to Section 209.0052(c) of the Texas Property Code, an association that proposes to contract for services that will cost more than $50,000 shall solicit bids or proposals using a bid process established by the association; and

**WHEREAS**, the Board of Directors of Parkway Village Master Homeowners Association, Inc. (the "Association") is required to adopt a bid process for such contracts.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 209.0052(c) of the Texas Property Code, the Association hereby adopts the following policy to govern the solicitation of bids and proposals for service contracts over $50,000, and the same is to be known as the Association's Policy Regarding Solicitation of Bids.

1. Except in the event of a need for work in the event of an emergency (as defined below), prior to entering into any contract for services that will cost more than $50,000.00, the Board of Directors shall solicit bids from at least three (3) separate vendors/providers, if reasonably available. In the case of an emergency, the Board may enter into a contract for services without soliciting or obtaining multiple bids so long as the terms of the contract appear fair and reasonable to the Association in the Board's sole and absolute discretion.

2. The Board is excused from soliciting and/or obtaining at least three (3) bids in the event of an emergency or certain exigent circumstances, including the following:

   a. An emergency exists such that there is insufficient time to solicit and obtain multiple bids.

   b. The Association was not able to locate at least three (3) vendors/providers to provide the services.

   c. The Association solicited bids from at least three (3) vendors/providers, but not all vendors/providers responded to the request for a bid.

3. An emergency, as used in this policy, shall be defined as, but not be limited to, an unexpected occurrence, condition, or circumstance that requires immediate action in order to address the risk of harm to individuals and/or property damage, or to satisfy any local, state, federal or other governmental order. In addition, other unforeseen circumstances may be deemed by the Board to constitute an emergency as determined by the Board in its sole and absolute discretion.

4. Any and all decisions to award a service contract to a particular vendor or provider must be a sound business decision based upon what is in the best interest of the Association at the time. Nothing in this Policy Regarding Solicitation of Bids shall require the Board to award a service contract to the lowest bidder.

5. The Board may delegate the solicitation of bids procedures under this policy to the Association's management company as defined by Section 209.002 of the Texas Property Code.

6. In the event of any conflict between Section 209.0052(c) of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.0052(c) and this policy control.

**IT IS FURTHER RESOLVED** that this Policy Regarding Solicitation of Bids is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

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

DATE: _____ _____

Secretary

**PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.**

# VIOLATION HEARING PROCEDURES

**WHEREAS**, Section 209.007 of the Texas Property Code establishes certain requirements for hearings before an association's board of directors involving violations of the association's dedicatory instruments; and

**WHEREAS**, in order to comply with Section 209.007 of the Texas Property Code, the Parkway Village Master Homeowners Association, Inc. (the "Association") desires to adopt procedures regarding violation hearings.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with changes to Section 209.007 of the Texas Property Code, the Association hereby adopts the following policies and procedures regarding Section 209.007 hearings before the board of directors regarding violations.

1. Pursuant to Section 209.007(d) of the Texas Property Code, the notice and hearing provisions of Sections 209.006 and 209.007 of the Texas Property Code do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. Additionally, the notice and hearing provisions of Sections 209.006 and 209.007 do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

2. Except as provided by Section 209.007(d), and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

3. Not later than 10 days before the Association holds a hearing under this section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.

4. If the Association does not provide a packet within the period described by Paragraph (2) above, the owner is entitled to an automatic 15-day postponement of the hearing.

5. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

6. In the event of any conflict between Section 209.007 of the Texas Property Code and any restrictions contained in any dedicatory instrument of the Association, Section 209.007 and these procedures control.

**IT IS FURTHER RESOLVED** that these Violation Hearing Procedures are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing procedures were adopted by the Board of Directors at a meeting of same on _____, and have not been modified, rescinded or revoked.

DATE: _____ _____

Secretary

# PARKWAY VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.

## XERISCAPING GUIDELINES

**WHEREAS**, Section 202.007(a) of the Texas Property Code precludes associations from adopting or enforcing certain prohibitions or restrictions on using drought-resistant landscaping or water-conserving natural turf; and

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Parkway Village Master Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations and requirements relating to landscaping and xeriscaping.

**NOW, THEREFORE, IT IS RESOLVED,** in order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for landscaping and xeriscaping.

A. Owners must receive written approval from the Board or the architectural committee (if one exists) prior to planting any drought-resistant landscaping or water-conserving natural turf. Accordingly, prior to such modification, an owner must submit plans and specifications to and receive the written approval of the Board or architectural committee, if one exists. The plans and specifications must show the proposed location and plant material to be installed.

    1. The Association will not unreasonably deny or withhold approval of such modification.

    2. In reviewing the plans, the Association may consider the harmony of the modification in light of the appearance of other property in the community, but will not unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the community.

B. Owners may install drought-resistant landscaping and water-conserving natural turf. However, any artificial grass or other synthetic landscaping material is prohibited (i.e. "AstroTurf").

C. An owner may not install gravel, rocks or cacti on any portion of the owner's Lot which is visible from any public space, Common Area or any adjoining Lot without prior approval of the Board or the Association's architectural committee, if one exists.

D. The Association may restrict the type of turf used by an owner in the planting of new turf to encourage or require water-conserving turf.

E. The installation of drought-resistant landscaping or water-conserving natural turf does not relieve the Owner of the yard and landscaping maintenance restrictions contained in the Association's governing documents, including the Declaration and any rules or regulations adopted by the Board.

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

G. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and these Xeriscaping Guidelines control.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on _____, 2023, and has not been modified, rescinded or revoked.

DATE: _____ _____

Secretary