

CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
FOREST CREEK NORTH II HOMEOWNER ASSOCIATION

STATE OF TEXAS \$

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN \$

Whereas, Section 202.006 of the Texas Property Code requires that "A Property Owners' Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory Instrument related is located" and

Whereas, Plano Forest Creek North II Homeowner Association, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the Real Property Records of Collin County, Texas, the attached Instrument; and

Whereas, the Declaration of Covenants, Conditions and Restrictions for Plano Forest Creek North II Homeowner Association, Executed by Murchison Properties, Inc., a Texas corporation, as Declarant, and recorded on December 6, 1996, Document number 96-010396 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants, Conditions and Restrictions for Forest Creek North II subjected to the scheme of development therein certain land located in Collin County, Texas;

Whereas, Plano Forest Creek North II Homeowners Association is governed by Bylaws filed in Document number 2023000046017 of the Real Property Records of Collin County, Texas including any amendments thereof and supplements thereto;

Now Therefore, the undersigned authorized representative of the Association, hereby executes this Certificate to effect the recording of the dedicatory instrument of these named operational policies attached hereto on behalf of the Association:

- Architectural Review Committee Policy
- Assessment and Collection Policy
- Communication Policy
- Home Use Policy

- Records Inspection, Copying, and Retention Policy
- Solar Device Policy
- Energy Efficient Roofing Policy.

Executed this 7 day of August, 2026.

Plano Forest Creek North II Homeowners Association,
A Texas non-profit corporation.

By Albert Dan Eckelkamp

Albert Dan Eckelkamp, President

Plano Forest Creek North II Homeowners Association

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7th day of August, 2026, by Albert Dan Eckelkamp, President of Forest Creek North II Homeowners Association, a Texas nonprofit corporation, on behalf of said corporation.



Victoria Soriano
Notary Public in and for the State of Texas

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

ARCHITECTURAL REVIEW COMMITTEE POLICY

The Architectural Review Committee (ARC) is an appointed committee that serves to promote and ensure the high level of taste, design, quality and conformity that lies within our neighborhood. Prior to making any improvement to their property, homeowners must request written approval from the ARC by submitting the appropriate request form.

For a complete copy of the ARC Guidelines please refer to the Forest Creek North II Covenants, Conditions and Restrictions available on the HOA website (forestcreeknorthiihoa.com). The ARC request form is also available on the HOA website.

Homeowners are required to submit the ARC request form for, but not limited to, the following items:

1. Construction of any exterior structure on their property
2. Replacement of roof
3. Replacement of fence
4. Addition of a sport court or swimming pool
5. Change in any exterior construction material, color, or style, i.e., exterior doors, windows, garage doors, stonework, etc.
6. Any addition to their home
7. Addition of a patio cover or driveway cover
8. Addition of a pole, mailbox, fountain, pond, sign, or exterior illumination.

The ARC request form shall be submitted with plans and specifications to the ARC at least ten (10) days prior to the expected start date of any such improvement. The ARC form can be submitted via U S Mail or by email or by delivery in person to the ARC chairperson or the president of the HOA Association. When submitting by U S Mail, please allow extra time....the post office box is not checked on a daily basis. An email shall be sent to the submitter by the ARC chairperson indicating the request has been received and the approval/disapproval period has begun.

The ARC committee shall review the request and plans/specifications and notify the owner in writing of approval or disapproval. If disapproved, the written communication to the requesting Owner must include the reason for the disapproval. If the ARC committee fails to approve or disapprove said plans and specifications within fourteen (14) days after the submission, they will be deemed to have been approved by the Committee.

If a request is disapproved, the Owner has the right to request a hearing of the ARC members to work out any issues that are present. If that hearing is not satisfactory to the Owner then a hearing may be requested with the Board of Directors.

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

ASSESSMENT AND COLLECTION POLICY

Forest Creek North II Homeowners Association was created by and subject to that Declaration of Covenants, Conditions and Regulations, recorded in document number 96-010396, Official Public Records of Collin County, Texas, as amended. The operation of the Association is vested in Forest Creek North II Homeowners Association acting through its Board of Directors. The Association is empowered to enforce the Covenants and By-Laws of the Association (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section A. Assessments

1. At the Fall quarterly meeting of the board of directors an analysis of expenses versus revenue will be made to determine if the annual dues assessment needs to be raised. The assessment can be raised annually by a factor of 10% without membership approval (Covenants, Article IV, section 4.3 (b)). If an assessment increase is warranted, it will be communicated to all homeowners according to the communication policy.
2. If circumstances arise that create a need for a special assessment to defray costs of an extraordinary event, the assessment shall be discussed at a properly called general meeting and must be approved by 67% of the membership. Voting on any special assessment will be conducted according to the voting policy of the Association. If a special assessment is approved it shall be communicated to the membership of the Association in accordance with the communication policy. The communication shall include the assessment amount and the due date it must be paid. A payment plan may be requested by any member in accordance with the payment plan policy of the Association.

Section B. Delinquencies, Late Fees and Interest.

1. Due Date. Dues notices will be mailed or emailed to each Owner the last week of December, with a due date of February 15 the following year.
2. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full - including collection costs and interest and late fees.
3. Late Fee and Interest. Delinquent accounts will be assessed a late fee of \$25.00 per month. The Board may levy interest at the rate of 12% per annum from the late date until all amounts owed are paid in full.

Section C. Installments

1. The Association may offer a payment plan to a delinquent Owner with a minimum of three (3) months and a maximum of six (6) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years.

Section D. Payments

1. Assessments can be paid in cash, or check payable to Forest Creek North II HOA, and mailed to the Association's post office box (P. O. Box 250628, Plano, Tx 75025) or with a Zelle transfer to the Association's PNC bank account.

Section E. Liability for Collection Costs

1. The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

Section F. General Provisions

1. The Association may levy a reasonable fee for any check returned to the Association marked "not sufficient funds" or the equivalent.
2. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner depositing same with the U S Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, or attorney.

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

COMMUNICATION POLICY

The Board of Directors, pursuant to section 209.0042 of the Texas Property Code, has adopted this policy for the purpose of communicating events and information to the Homeowners by any two (2) of these methods:

1. Posting information about an event or meeting on the Homeowners Association website (forestcreeknorthiihoa.com);
2. Displaying the event information on temporary outdoor signage at four (4) entry/exit points in the Association's boundaries;
3. Sending an email to each Homeowner who has registered an email address with the Association.

According to Section 209.0051 (f) of the Texas Property Code it is a Homeowner's duty to keep an updated email address registered with the Association.

Notifications will be communicated to Homeowners regarding an event at least six (6) days prior to an event or regular business meeting and at least three (3) days prior to a special called meeting.

Email communications shall be done by a member of the Board of Directors, or an appointed Homeowner, by using the blind carbon copy (BCC) for the email address so that Homeowner email addresses are kept secure. Homeowner email addresses may be organized into groups of no more than 20 addresses to facilitate getting the information to each Homeowner in a timely manner.

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

HOME USE POLICY

Article 6.6 (o) of the Covenants states "No lot or improvement thereon shall be used for a business, professional, commercial or manufacturing purpose of any kind".

The Association applies reasonable rules and regulations relating to use of a Residence for the operation of professions within a home without creating a nuisance or interfering with the other residents' quiet enjoyment of their home.

Such reasonable rules and regulations are to be applied uniformly.

The following conditions shall be used in evaluating a request for use of a Residence for business or professional purposes:

1. Home-based business use is not apparent or detectable by sight, sound, or smell from outside the Residence;
2. The home-based business use complies with applicable laws and zoning ordinances;
3. The home-based business use is fully licensed by all applicable governmental entities, where required;
4. The Residence and the business activity is covered by general liability and property damage insurance;
5. The home-based business does not involve storage, construction, shipping or receiving activity visible from any Common Area or a neighboring Residence;
6. The home-based business does not impact parking, traffic, or noise levels within the community;
7. The home-based business use is not inconsistent with the residential quality of the community and otherwise conforms to the governing documents.

Generally protected Home-based activity

Using a Residence for a business purpose is acceptable in the following, or similar, instances:

1. Working remotely for an employee (telecommuting);
2. Free lancing or consulting from a home office;
3. Running an online business with no customer visits, no employees, and no signage;
4. Writing, graphic design, software development, or similar desk work;
5. Virtual teaching, tutoring or coaching conducted entirely online.

Restrictions applicable to a home-based business

The following home-based business practices are not allowed:

1. Clients or customers regularly visiting the Residence;
2. Employees working on-site at the Residence;
3. Commercial signage, banners, or vehicle wraps in the front of the Residence or in the driveway or in the Common Area;

4. Delivery trucks or commercial vehicles delivering or receiving items beyond normal residential use;
5. Operating a salon, daycare, repair shop, or similar in-person service;
6. Storing commercial inventory, equipment, or materials visibly on the Residential property.

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

RECORDS INSPECTION, COPYING AND RETENTION POLICY

- A. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- B. The Association shall keep the following records for at least the time periods stated below;
 - 1 Permanent: The Articles of Incorporation, the Covenants, Conditions and Restrictions, the By-Laws, any and all governing documents, guidelines, policies and all amendments thereto recorded in the property records of the Collin County Clerk.
 - 2 Five (5) years:
 - i. Account records of each Owner. Account records include debit and credit entries associated with the amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
 - ii. Contracts between the Association and a third party with a term of more than one (1) year.
 - 3 Seven (7) years:
 - i. Minutes of all meetings of the Board of Directors
 - ii. Financial books and records produced in the ordinary course of business, tax returns and audits of the Association records.
- C. Confidential records:
 1. As determined in the discretion of the Board, certain Association records may be kept confidential: Owner accounts or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.
- D. Attorney's Files:

- 1 Attorney's files and records relating to the Association are not records of the Association and are not subject to inspection or copying by an Owner.

E. Request in Writing:

- 1 An Owner (or an individual identified as an Owner's Agent, attorney, or certified public accountant, may submit a written request to the Association's mailing address or authorized representative listed in the Management Certificate to access the Association's records.
- 2 The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records.
- 3 The Association may estimate the costs associated with responding to each request. Before providing the requested records, the Association will require the Owner remit such estimated amounts to the Association.

F. Period of Inspection:

- 1 Within ten (10) business days from receipt of the written request, the Association must either:
 - i. Provide the copies to the Owner;
 - ii. Provide available inspection dates; or
 - iii. Provide written notice that the Association cannot produce the documents within ten (10) days along with either:
 - (1) Another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner, or
 - (2) After a diligent search, the requested records are missing and cannot be located.

G. Presence of Board Member; No removal.

At the discretion of the Board, certain records may only be inspected in the presence of a Board member. No original records may be removed without the express written consent of the Board.

FOREST CREEK NORTH II HOMEOWNERS ASSOCIATION

SOLAR DEVICE POLICY

ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded by the Collin County Clerk in file number 96-010396, Official Public Records of Collin County, Texas, as amended (the “Covenants”).

A. Definitions and General Provisions

1. Solar Energy Device Defined. A “Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or chemical power by collecting and transferring solar-generated energy. The term 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.
2. Energy Efficiency Roofing Defined. As used in this Policy, “Energy Efficiency Roofing” means shingles that are designed primarily 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.
3. Architectural Review Approval Required. Approval by the Architectural Review Committee (the “ARC”), according to the Covenants, is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ARC is not responsible for: (i) errors in or omissions in the application submitted to the ARC for approval; (ii) supervising the installation or construction to confirm compliance with an approval application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. Solar Energy Device Procedures and Requirements

1. Approval Application. To obtain ARC approval of a Solar Energy Device, the Owner shall provide the ARC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photographs or other accurate description (the “Solar Application”). A Solar Application may only be submitted by an Owner unless the Owner’s tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.
2. Approval Process. The decision of the ARC will be made in accordance with the ARC Approval Policy. The ARC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below UNLESS the ARC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3 will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ARC’s right to make a written determination in

accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement.

Each Owner is advised that if the Solar Application is approved by the ARC, installation of the Solar Energy Device must:

- (i) strictly comply with the Solar Application;
- (ii) commence within thirty (30) days of approval; and
- (iii) be diligently prosecuted to completion.

If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ARC may require the Owner to:

- (iv) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or
- (v) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ARC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ARC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

- (i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ARC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production for the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ARC. If the Owner desires to contest the alternate location proposed by the ARC, the Owner shall submit information to the ARC which demonstrates that the Owner's proposed location meets the foregoing

criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

- (ii) If the Solar Energy Device is mounted on the roof of the principle residence located on the Owner's lot then (a) the Solar Energy Device may not extend higher than or beyond the roofline; (b) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Energy Device must be parallel to the roof line; (c) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze, or black.

C. Energy Efficient Roofing

The ARC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles:

1. resemble the shingles used or otherwise authorized for use within the community;
2. are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and
3. match the esthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner must submit information which will enable the ARC to confirm the criteria set forth in the previous paragraph.



VG-48-2026-2026000112081

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2026000112081

Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: August 19, 2026 10:54 AM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$69.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

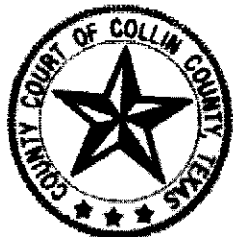
File Information:

Document Number: 2026000112081
Receipt Number: 20260819000321
Recorded Date/Time: August 19, 2026 10:54 AM
User: Sheila P
Station: Workstation cck089

Record and Return To:

Albert Eckelkamp
3404 Black Canyon Dr

PLANO TX 75025



**STATE OF TEXAS
Collin County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Public Records of Collin County, Texas**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX