

**ROLLING CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**Adoption of Definition and Enforcement for  
Community-Wide Standard**

**WHEREAS**, the Board of Directors (the "Board") of Rolling Creek Ranch Homeowners' Association, Inc. (the "Association") wishes to adopt a policy to aid in the definition and allowed enforcement measures associated with the Associations "Community-Wide Standards" by which the Board may make decisions and take actions on certain violations, particularly, community standards that may or may not be in writing; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

**NOW, THEREFORE, IT IS RESOLVED** that as of the 30<sup>th</sup> day of August 2023, the following guidelines are established by the Board:

**COMMUNITY WIDE STANDARDS: DEFINITION AND ENFORCEMENT**

These are the standards of maintenance that generally prevail throughout the community of Rolling Creek Ranch which may or may not be in writing. The initial standards other than those written into the Association's Governing Documents are established by the Declarant and may or may not be in writing. The standards will evolve and may change as the development progresses. Each Owner shall maintain his or her property and all landscaping and improvements in a manner consistent with the Governing Documents and all Rules and Regulations. Responsibility for maintenance shall include, but is not limited to, maintenance and upkeep, repair and/or replacement as necessary to maintain the property in good repair and architecturally always pleasing.

**The Community Wide Standards are enforced by the following procedures:**

**"Community-Wide Standard" shall mean the standard of conduct, maintenance and appearance of residences and lots, common areas and elements, including landscaping, generally prevailing throughout the Property, or the minimum standards established pursuant to the Design Guidelines, Rules, Regulations and Board resolutions, whichever is the highest standard as well as the Community-Wide Standard established by the Declarant. *Declarant initially shall establish such standards which may be amended by Declarant during the Development Period and the Board, Architectural Review Committee as well as any assigned Managing Agent shall be the authorized parties delegated by the Declarant to carry out the standards adopted.***

The Association, through its Board, shall ensure that the Community-Wide Standard established by the Declarant or through any Rule or Regulation, whether in writing or not, shall continue after the termination or expiration of the Development Period.

The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, color selections, placement allowances for varying items such as, but not limited to, yard art, trash/recycle containers, vehicle storage and parking, and other subjective elements subject to the Declarant's and thereafter, the Board's discretion. The Declarant and the Board shall have the right to determine objective elements on a case-by-case basis whenever they deem it to be in the best interest of the community and its residents.

The Community-Wide Standard may or may not be in writing and will likely evolve as development progresses and as the Property changes. The Community-Wide Standard shall not fall below the level established for the Property as of the date the Development Period expires. The Community-wide standard is enforceable, whether in writing or not, the same as any other restriction, rule, or regulation within the Governing Documents, or which is adopted or otherwise amended at any time and from time to time. Any violation of a Community-Wide Standard shall be enforced the same as a violation based on any written rule or restriction and shall carry the same enforcement rights and measures as any other violation.

**Other facts to consider. The below does not constitute all rules or requirements :**

- Owners / occupants will be noticed of a violation and the Owner / occupant shall have a set number of days in which the violation should be cured. Be advised that certain violations may have different notice requirements and carry greater fines than other violations based on the nature, severity, or reoccurring nature of the violation. For example, non-curable or incurable violations or actions and/or violations by an Owner or any occupant that threatens the health, safety, and/or welfare of any resident, property, person, place, or thing.
- The Association is within its rights to accept written statements or affidavits from Owners or any resident or occupant who eye witnesses a violation occurring without photo proof required. Additionally, the Association may accept video feeds from ring doorbells, security cameras, or other types of video or media sources.
- If the problem is not corrected within the set number of days indicated in the notice, the Association shall have the right to move to Self-Help actions and may hire a contractor or designate any vendor or person capable of abating the violation, and the Owner will be billed for all cost associated with the abatement. Additionally, fines up to the maximum allowed per violation occurrence may be levied depending upon the severity or reoccurring nature of the violation.
- Any violations not corrected by an Owner, or any occupant may face additional daily or weekly fines and/or Self-Help actions. At the Board's sole discretion, suit for non-compliance with the Governing Documents and rules of the Association may also be filed.

- An Owner may request an extension from time to time and the Board or its assigned delegates may authorize one (1) extension which shall not exceed thirty (30) days without the express written consent of the Board. Notwithstanding, an exclusion to this rule shall be the replacement of trees or other landscape which must be planted during optimal growing seasons.

**IT IS FURTHER RESOLVED**, this adopted policy is executed to be effective as of the date herein noted above and shall remain in full force and effect until revoked, modified or amended.

**IN WITNESS WHEREOF**, the undersigned, being the Board Secretary of the Association has executed this Notice as of the 30<sup>th</sup> day of August 2023.

Rolling Creek Ranch Homeowners' Association,  
Inc., a Texas non-profit corporation

By: 

Dustin Warren, Secretary

**Attachment G**

**DRONES AND UNMANNED AIRCRAFT POLICY**

**ROLLING CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**Drones and Unmanned Aircraft**

**WHEREAS**, the Board of Directors (the "Board") of Rolling Creek Ranch Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Drones and Unmanned Aircraft Policy; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

**NOW, THEREFORE, IT IS RESOLVED** that as of the 30<sup>th</sup> day of August 2023, the following guidelines are established by the Board:

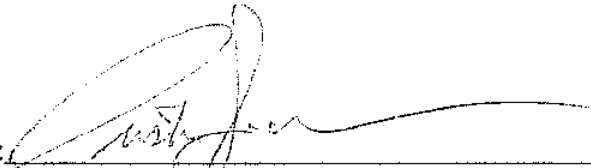
1. Drone and Unmanned Aircraft Use is subject to Government Code Title 4, Subtitle B, and Chapter 423 of the Texas Statute.
2. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration ("FAA"), to the extent required under applicable FAA rules and regulations, and mark such done or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. Any use of a drone or unmanned aircraft contrary to the lawful uses as set forth in Chapter 423 of the Government Code is subject to violation, monetary fine, and shall be reported to local law enforcement or governmental agencies governing the illegal use of drones or unmanned aircraft.
3. **BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE. "Image" means any capturing of sound waves, thermal, infrared, ultraviolet, visible light, or other electromagnetic waves, odor, or other conditions on or about real property in the state of Texas or an individual located on the Property.**

**[Signature page to follow]**

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Rolling Creek Ranch Homeowners' Association, Inc., a  
Texas non-profit corporation

By:   
Dustin Warren, Secretary

**Attachment H**

**LIGHTNING RODS USE POLICY**

**ROLLING CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**Lightning Rods Use**

**WHEREAS**, the Board of Directors (the "Board") of Rolling Creek Ranch Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish use of Lightning Rods; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding restrictions for Lightning Rod use; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association; and

**NOW, THEREFORE, IT IS RESOLVED** that as of the 30<sup>th</sup> day of August 2023, the following guidelines are established by the Board:

An Owner may not construct a lightning rod and related systems ("Lightning Rod") on a residence except in compliance with the following:

- (a) the Lightning Rod must meet standards of the National Fire Protection Association ("NFPA") equal to or greater than NFPA's lightning Protection Standard NFPA 780, Underwriters Laboratories ("UL") UL 96A, and Lightning Protection Institute ("LPI") LPI-175.
- (b) any Lightning Rod must be installed by a contractor licensed in the State in which the residence is located, and
- (c) any part of the Lightning Rod that becomes non-functional must be immediately repaired, replaced, or removed from the residence by the Owner at such Owner's costs and expense.

Each Owner acknowledges and agrees that an Owner is solely liable and responsible for the safety, upkeep, and use of the Lightning Rods. Furthermore, each Owner acknowledges that the installation of a Lightning Rod on a residence may void or adversely warranties on such Owner's residence, including without limitation, any roof warranties. EACH OWNER BY ACCEPTANCE OF TITLE TO ITS LOT HEREBY RELEASES AND WAIVES THE ASSOCIATION, DECLARANT, THE BOARD AND/OR ITS MANAGING AGENT AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, DESIGNEES, ADMINISTRATORS, INSPECTORS, CONTRACTORS, AND AGENTS, AND AGREES TO INDEMNIFY AND DEFEND SAME AND HOLD THEM HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF THE INSTALLATION, OPERATION, LOCATION, REPAIR, MAINTENANCE, AND/OR REMOVAL OF ANY LIGHTNING ROD OR RELATED SYSTEMS ON AN OWNER'S RESIDENCE.

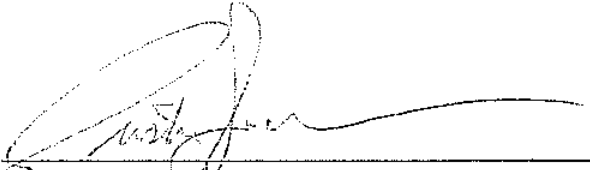
**[Signature Page to Follow]**



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**IN WITNESS WHEREOF**, the undersigned, being the Board Secretary of the Association has executed this Notice as of the 30<sup>th</sup> day of August 2023.

Rolling Creek Ranch Homeowners' Association, Inc., a  
Texas non-profit corporation

By:   
Dustin Warren, Secretary

**Attachment I**

**GENERATOR POLICY**

**ROLLING CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**Generator Policy**

**WHEREAS**, the Board of Directors (the "Board") of Rolling Creek Ranch Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish a Generator Policy for the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding Generator installation and use; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws of the Association notwithstanding, the Policy may be amended at any time and from time to time as a stand-alone policy in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that as of the 30<sup>th</sup> day of August 2023, the following guidelines are established by the Board:

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 for Rolling Creek Ranch (Recorded or to be recorded in the Official Public Records of Parker County, Texas, as the same may be amended from time to time.

**A. ARCHITECTURAL REVIEW APPROVAL REQUIRED**

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Declaration (the "**ACC or ARC**").

**B. GENERATOR PROCEDURES AND REQUIREMENTS**

1. Application. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "**Generator Application**"). The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance with and must comply with the following:

i. The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

ii. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

iii. The Owner must install all-natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

iv. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

v. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

vi. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

vii. The Owner must screen a Generator if it is visible from the street or front of the home, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is in a side or rear yard fenced by a wrought iron fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

viii. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

ix. No Owner shall use the Generator to generate all or substantially all the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

x. No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

xi. No Owner shall locate a Generator on property owned by the Association.

xii. No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by The Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

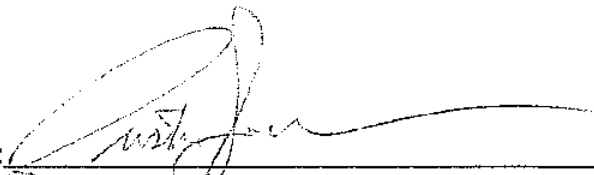
4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ACC may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties up to \$1,000.00. Any requirement imposed by the ACC to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

**IT IS FURTHER RESOLVED**, this adopted policy is executed to be effective as of the date herein noted above and shall remain in full force and effect until revoked, modified or amended.

**IN WITNESS WHEREOF**, the undersigned, being the Board Secretary of the Association has executed this Notice as of the 30<sup>th</sup> day of August 2023.

Rolling Creek Ranch Homeowners' Association, Inc., a  
Texas non-profit corporation

By:   
Dustin Warren, Secretary

**Attachment J**

**E-MAIL REGISTRATION POLICY**

**ROLLING CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**E-Mail Registration Policy**

**WHEREAS**, the Board of Directors (the "Board") of Rolling Creek Ranch Homeowners' Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association which shall be effective upon recording; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines regarding the Association's rights and intent to use e-mail and other electronic forms of communication for the purpose of noticing Members of the Association; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 202.006 of the Texas Property Code; and

**WHEREAS**, this policy may be amended at any time and from time to time by the Declarant or the Board of Directors by Resolution to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Notwithstanding, should any ambiguity or conflict occur regarding the intent of this Policy at any time, all Members are herein advised the interpretation shall always be in **FAVOR OF THE ASSOCIATION**. Any amendment or revision shall be made available to each homeowner and a copy placed on the Association's website if applicable.

**NOW, THEREFORE, IT IS RESOLVED** that as of the 30th day of August 2023, the following guidelines are established by the Board:

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 for Rolling Creek Ranch if applicable and shall be recorded in each county in which the Subdivision is located and in compliance with Section 202.006 of the Texas State Property Code and as may be supplemented and/or amended from time to time:

- 1. Purpose.** The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members pursuant to Section 209.0051(e) of the Texas Property Code and additionally, to facilitate the announcement of other Association business or community events as they may occur.
- 2. Email Registration.** Should the owner wish to receive all email notifications, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current. To register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, or contact the managing agent of record and provide any information in writing.
- 3. Failure to Register.** Under the Texas Property Code, an Association is required to notice Owners using only one (1) contact method. An owner may not receive email notification or communication of meetings should the owner fail to register his/her email address with the Association or the managing agent. Correspondence to the Association and/or managing agent must be in a form of writing. Written notice or e-mail notice sent from the Owner's e-mail address will be considered appropriate means of notification. No verbal requests for changes will be accepted. Property management companies overseeing rentals may not make changes

to an Owner's address or other information without a signed authorization form received from the Owner.


4. **Amendment.** The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy modify, amend, or supplement this Policy or any other rules regarding email registration and the way the Association chooses to notice Owners about meetings. This policy shall include all meeting types.

**IT IS FURTHER RESOLVED**, this adopted policy is executed to be effective as of the date herein noted above and shall remain in full force and effect until revoked, modified or amended.

**IN WITNESS WHEREOF**, the undersigned, being the Board Secretary of the Association has executed this Notice as of the 30<sup>th</sup> day of August 2023.

Rolling Creek Ranch Homeowners' Association, Inc., a  
Texas non-profit corporation

By:



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Dustin Warren, Secretary



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

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Fee: \$317.00

Lila Deakle, County Clerk

Parker County, Texas

NOTICE