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10/04/2019 02:36:28 PM RESOLUTION 1/21

RESOLUTION
OF THE BOARD OF DIRECTORS OF
SEAGOVILLE FARMS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Seagoville Farms is a residential subdivision located in Dallas County, Texas (the "**Subdivision**") and Seagoville Farms Homeowners Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision;

WHEREAS, the Association is subject to those certain Bylaws of Seagoville Farms Homeowners Association, Inc. recorded on September 4, 2019 as Document No. 201900234920 of the Official Public Records of Real Property of Dallas County, Texas (the "**Bylaws**");

WHEREAS, pursuant to Article IV(C)(1) of the Bylaws the Board of Directors is granted all powers vested in the Association, including the power to manage the affairs of the Association; and

WHEREAS, the Board of Directors wishes to adopt the Records Production and Copying Policy, Document Retention Policy, Payment Plan Policy, Guidelines for Display of Flags, Guidelines for Solar Energy Devices, Guidelines for Rainwater Recovery Systems, and Guidelines for Display of Certain Religious Items attached hereto and incorporated herein as exhibits hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the members of the Association, the Association establishes the following policies: Records Production and Copying Policy, Document Retention Policy, Payment Plan Policy, Guidelines for Display of Flags, Guidelines for Solar Energy Devices, Guidelines for Rainwater Recovery Systems, and Guidelines for Display of Certain Religious Items attached hereto and incorporated herein as exhibits hereto as policies and guidelines governing the Association.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 4th day of October, 2019.

ASSOCIATION:

SEAGOVILLE FARMS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

Bryan Merchant, President

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 4th day of October, 2019 by Bryan Merchant, President of Seagoville Farms Homeowners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

LAURA GUERRA
My Notary ID # 131305309
Expires October 4, 2021

ACKNOWLEDGED:

Lucas Lansman, Secretary

STATE OF TEXAS §
§
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 4th day of October, 2019 by Lucas Lansman, Secretary of Seagoville Farms Homeowners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

LAURA GUERRA
My Notary ID # 131305309
Expires October 4, 2021

EXHIBIT A

RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Texas Property Code Section 209.005 has been amended to add Subsection (i), effective January 1, 2012;

WHEREAS, Texas Property Code Section 209.005(i) requires that the Association's Board of Directors (the "**Board**") adopt and record a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested under Texas Property Code Section 209.005; and

WHEREAS, the Board desires to adopt and record a policy in accordance with Texas Property Code Section 209.005(i).

NOW, THEREFORE, the Board has duly adopted the following Records Production and Copying Policy (the "**Policy**"):

1. For purposes of this Policy, the term "**Records**" refers to all books and records of the Association, including financial records, as described in Texas Property Code Section 209.005.

2. Records shall be open to and reasonably available for examination by every owner of a lot within the subdivision, or a person designated as the owner's agent, attorney, or certified public accountant in a writing signed by the owner. Such signed writings must be submitted to the Association. For purposes of this Policy, the term "**Owner**" shall include the owner of the lot and his or her designated representative.

3. An Owner must submit a written request for access to or copies of the Records. The request must:

    a. be sent by certified mail to the Association's mailing address as reflected in its most recent Management Certificate filed in the county public records; and

    b. contain sufficient detail to identify the specific Records being requested; and

    c. state whether the Owner wants to:

        i. inspect the Records before obtaining copies (the "**Inspection Option**"); or

ii. have the Association forward copies of Records (the "**Copy Option**").

4. If the Inspection Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall send the Owner written notice of dates during normal business hours that the Owner may inspect the requested Records.

5. If the Copy Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall produce the Records to the Owner except as provided herein.

6. If the Association is unable to produce the requested Records on or before the 10th business day, then the Association shall provide written notice to the requestor that: (1) informs the requestor that it is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the requested Records will be sent to or made available for inspection to the Owner within 15 additional business days from the date of the notice. During the inspection, the Owner may select the Records that he/she wants copied.

7. If the Owner wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, then the Owner is entitled to a refund, and the refund shall be issued to the Owner not later the 30th business day after the day the date the invoice is sent to the Owner.

8. The Association may charge the Owner all reasonable costs of materials, labor, and overhead for the compilation, production, and reproduction of the requested Records. Those costs are set forth herein and are subject to periodic reevaluation and update. The costs shall not exceed those that would be applicable pursuant to Texas Administrative Code Title 1, Section 70.3. The costs are as follows:

    a. Copy charges.

        i. 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 has recorded information is considered a page.

ii. 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:

- Diskette–$1.00;
- Magnetic tape–actual cost;
- Data cartridge–actual cost;
- Tape cartridge–actual cost;
- Rewritable CD (CD-RW)–$1.00;
- Non-rewritable CD (CD-R)–$1.00;
- Digital video disc (DVD)–$3.00;
- JAZ drive–actual cost;
- Other electronic media–actual cost;
- VHS video cassette–$2.50;
- Audio cassette–$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)–$.50;
- Specialty paper (e.g., mylar, blueprint, blueline, map, photographic)–actual cost.

b. Labor charges for locating, compiling, manipulating data, and reproducing information.

i. The charge for labor and overhead costs incurred in processing a request is $18.00 per hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

ii. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in two or more separate buildings that are not physically connected with each other or a remote storage facility.

c. Remote document retrieval charges.

i. The charge for labor and overhead costs incurred in retrieving a document is $18.00 per hour if performed by the Association.

ii. There is a $35.00 charge for the private company retrievals. If after delivery to the Association offices, the boxes must still be searched for records that are responsive to the request, a labor and overhead charge of $18.00 an hour will be charged.

d. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

e. Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the owner.

f. Credit card charges. If the Association accepts payment by credit card for copies of information and is charged a "**transaction fee**" by the credit card company, then the Association may recover that fee.

9. Except as provided by Texas Property Code Section 209.005(l), the following Records are not required to be released or made available for inspection:

   a. the dedicatory instrument violation history of an Owner;

   b. an Owner's personal financial information, including records of payment or non-payment of amounts due the Association;

   c. an Owner's contact information, other than the Owner's address;

   d. information related to an employee of the Association;

   e. attorney files and records in the possession of the attorney; and

   f. documents that constitute attorney work product and attorney-client privileged information in the possession of the Association.

10. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, then the Owner will be given access to equipment necessary to view the Records in electronic format. The Association shall not be required to transfer such electronic records to paper format unless the Owner agrees to purchase such copies.

11. This Policy is effective upon recordation and supersedes any policies regarding Records production and copying that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT B

DOCUMENT RETENTION POLICY

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Texas Property Code Section 209.005 has been amended to add Subsection (m);

WHEREAS, Texas Property Code Section 209.005(m) requires that the Association adopt a document retention policy that prescribes the timeframes for which the Association will maintain governing documents and other records generated on or after January 1, 2012 (collectively, the "**Association Records**");

WHEREAS, the Association's Bylaws provide that the affairs of the Association shall be managed by the Association's Board of Directors (the "**Board**"); and

WHEREAS, the Board desires to adopt a policy in accordance with Texas Property Code Section 209.005(m).

NOW, THEREFORE, the Board has duly adopted the following Document Retention Policy (the "**Policy**"):

1. Association Records may be maintained in paper or electronic format.

2. Association Records shall be retained for the durations listed below:

    a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, and all amendments to the same shall be retained permanently;

    b. financial books and records shall be retained for seven (7) years;

    c. account records of current owners shall be retained for five (5) years;

    d. contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;

    e. minutes of meetings of the owners and the Board shall be retained for seven (7) years;

    f. tax returns and audit records shall be retained for seven (7) years.

3. Any documents not described above may be retained for the duration deemed necessary by the Association, in the sole discretion of the Board.

4. Upon expiration of the retention period listed above, the Association Records may be destroyed, discarded, deleted, purged or otherwise eliminated.

5. This Policy is effective upon recordation and supersedes any policies regarding retention of Association Records that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT C

PAYMENT PLAN POLICY

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Chapter 209 of the Texas Property Code has been amended to add Section 209.0062 ("**Section 209.0062**"), effective January 1, 2012;

WHEREAS, Section 209.0062 requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner of any lot subject to the Declaration (an "**Owner**") may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "**Board**") desires to establish guidelines consistent with Section 209.0062.

NOW, THEREFORE, the Board has duly adopted the following Payment Plan Policy (the "**Policy**"):

1. Eligibility. Any Owner who has not defaulted on a previous payment plan during the past two (2) years from the date a payment plan request is received by the Association may be eligible to enter into a payment plan under which he or she may make monthly payments to the Association for delinquent regular or special assessments or any other amount owed to the Association (the "**Payment Plan**").

2. Form. All Payment Plans must be in writing and in a form provided and approved by the Association.

3. Term.

    a. The minimum term for a Payment Plan is three (3) months.

    b. The maximum term for a Payment Plan is eighteen (18) months. In no event is the Association required to consider any Payment Plan that extends more than eighteen (18) months from the date of the Owner's request for a Payment Plan.

    c. If the entire amount due is not paid in full by January 31 by any homeowner, Board may, without deliberation, approve a Payment Plan that complies with the following:

i. An eligible Owner may be allowed to pay such balance by making two (2) consecutive installment payments, with the first payment due within one (1) month days of the Board's approval of the Payment Plan, and the second payment due within three (3) months of the Board's approval of the Payment Plan.

ii. The amount due under the installment payments under any such plan shall be decided by the Board.

d. Any Owner may submit to the Board a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information he or she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming payment plan. An Owner who is not eligible for a Payment Plan may still request a Payment Plan, and the Board, in its sole discretion, may accept or reject such a request.

4. Payments.

a. The Association may charge an Owner reasonable costs for administering the Payment Plan (the "**Administrative Costs**") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Other monetary penalties will not accrue during the term of the Payment Plan and for so long as the Owner does not default under the Payment Plan.

b. The total of all proposed payments in a Payment Plan must equal the sum of the current balance, the estimated interest, any Administrative Costs, and any assessments that will accrue during the term of the Payment Plan.

c. All payments under a Payment Plan shall be due by the dates specified in the Payment Plan, and shall be made by any means acceptable to the Association or its management company.

5. Default.

a. The following shall result in an immediate default of the Payment Plan:

i. The Owner's failure to timely tender and deliver any payment when due under the Payment Plan; or

ii. The Owner's failure to tender any payment in the full amount and form specified in the Payment Plan; or

iii. The Owner's failure to timely comply with any other requirement or obligation set forth in the Payment Plan.

b. Any Owner who defaults under a Payment Plan shall remain in default until his or her entire account balance is brought current.

c. The Association is not required to provide notice of any default.

d. Owners are not entitled to any opportunity to cure a default.

e. While an Owner is in default under a Payment Plan, the Owner's payments need not be applied to the Owner's debt in the order of priority set forth in Texas Property Code Section 209.0063(a). But, in applying a payment made while the Owner is in default, a fine assessed by the Association may not be given priority over any other amounts owed to the Association.

f. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.

6. This Policy is effective upon recordation and supersedes any policies regarding payment plans that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT D

GUIDELINES FOR DISPLAY OF FLAGS

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.012 thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board of Directors has duly adopted the following Guidelines for Display of Flags within the community.

1. These Guidelines apply to the display of ("**Permitted Flags**"):

   a. the flag of the United States; and

   b. the flag of the State of Texas; and

   c. the official flag of any branch of the United States armed forces.

2. No flag is permitted to be displayed in the Association unless such flag is a Permitted Flag as described herein.

3. These Guidelines do <u>not</u> apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:

   a. flags for schools, sports teams, businesses or foreign countries; or

   b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or

   c. historical versions of the flags permitted in section 1 above.

4. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee is required for any free-standing flagpole associated with the display of Permitted Flags.

5. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.

6. Permitted Flags may be displayed from: (i) a pole attached to a structure or to a free-standing pole; or (ii) by being attached to a portion of a residential structure owned by the Owner and not maintained by the Association. Permitted Flags may not be attached to property that is: (i) owned or maintained by the Association; or (ii) owned in common by the members of the Association without the express written permission of the Board of Directors.

7. Permitted Flags must be displayed, including the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record.

8. Permitted Flags may be up to three feet (3') by five feet (5') in size.

9. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.

10. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

11. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

12. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

13. Free-standing flagpoles may <u>not</u> be installed in any location described below:

    a. in any location other than the Owner's property; or

    b. within a ground utility easement or encroaching into an aerial easement; or

    c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or

d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or

e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).

14. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:

a. be ground mounted in the vicinity of the flag; and

b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and

c. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and

d. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.

15. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

16. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

17. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

18. The guidelines are effective upon recordation and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by these guidelines, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT E

GUIDELINES FOR SOLAR ENERGY DEVICES

WHEREAS, the Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board of Directors has duly adopted the following Guidelines for Solar Energy Devices within the community.

1. These guidelines apply to solar energy devices as defined in Section 171.107(a) of the Texas Tax Code ("**Devices**"). A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. 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. Such Devices may be installed with advance approval of the Architectural Control Committee ("**ACC**") subject to these guidelines.

3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.

4. Such Devices may only be installed in the following locations:

    a. on the roof of the main residential dwelling; or

    b. on the roof of any other approved structure; or

    c. within a fenced yard or patio.

5. For Devices mounted on a roof, the Device must:

    a. have no portion of the Device higher than the roof section to which it is attached; and

b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and

c. conform to the slope of the roof; and

d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and

f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.

7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

8. Installed Devices may not:

   a. threaten public health or safety; or

   b. violate any law; or

   c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.

9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

10. The guidelines are effective upon recordation and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by

these guidelines, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT F

GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "**Systems**"); and

WHEREAS, the Board of Directors of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Systems therein, it is appropriate for the Association to adopt guidelines regarding Systems.

NOW, THEREFORE, the Board of Directors has duly adopted the following Guidelines for Rainwater Recovery Systems within the community.

1. Systems may be installed with advance approval of the Architectural Control Committee ("**ACC**") subject to these guidelines.

2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.

3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:

    a. placement behind a solid fence, a structure or vegetation; or

    b. by burying the tanks or barrels; or

    c. by placing equipment in an outbuilding otherwise approved by the ACC.

4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:

    a. the barrel must not exceed 55 gallons; and

b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and

c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.

6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

7. Harvested water must be used and not allowed to become stagnant or a threat to health.

8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

9. The guidelines are effective upon recordation and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by these guidelines, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT G

GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

WHEREAS, Seagoville Farms Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Seagoville Farms recorded on September 4, 2019 as Document No. 201900234915 of the Official Public Records of Real Property of Dallas County, Texas (the "**Declaration**");

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board of Directors has duly adopted the following Guidelines for Display of Certain Religious Items within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.

2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.

3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.

4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:

   a. threaten public health or safety; or

   b. violate any law; or

   c. contain language, graphics or any display that is patently offensive to a passerby.

5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.

6. As provided by applicable law, the Association may remove any items displayed in violation of these guidelines.

7. The guidelines are effective upon recordation and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
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