

\*VG-63-2022-16077\*

Midland County  
Alison Haley  
Midland County Clerk

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Instrument Number: 16077

Real Property Recordings

Recorded On: June 01, 2022 08:31 AM

Number of Pages: 47

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" Examined and Charged as Follows: "

Total Recording: \$206.00

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

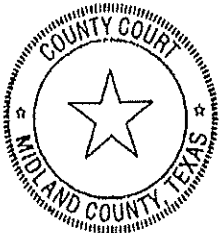
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 16077  
Receipt Number: 20220601000014  
Recorded Date/Time: June 01, 2022 08:31 AM  
User: Aaliyah O  
Station: cc10299

**Record and Return To:**

ALLEN MELTON, PRESIDENT  
P.O BOX 2911  
MIDLAND TX 79702



STATE OF TEXAS  
Midland 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 Records of Midland County, Texas

Alison Haley  
Midland County Clerk  
Midland County, TX

**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE FOR  
CHAMPIONS RUN PROPERTY OWNERS' ASSOCIATION**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.

*Per Texas Property Code 209.004 (effective September 1, 2021), "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate."*

**STATE OF TEXAS**

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**COUNTY OF MIDLAND**

1. Name of Subdivision: Champions Run
2. Subdivision Location: Midland, Texas
3. Name of Homeowners Association: Champions Run Property Owners' Association, Inc., a Texas non-profit corporation
4. Recording Data for Association: Recorded at the County as No. 2014-3811, Cabinet I, Page 194
5. Recording Data for Declaration: Declaration of Covenants, Conditions and Restrictions for Champions Run filed under Instrument Number 2013-28485; First Amendment of Declaration filed under Instrument Number 2016-23364; Correction of First Amendment of Declaration filed under Instrument Number 2019-4278; and Second Amendment of Declaration filed under Instrument Number 2019-5426
6. **Certificate of Formation filed with the Secretary of State of Texas is attached to this Certificate.**

Bylaws are filed under Instrument Number 2018-21288.

First Amended Bylaws are filed under Instrument Number 2022-7668.

**Resolutions/Policies/Guidelines: All the below listed policies are attached to and filed with this Certificate**

Billing Policy and Payment Plan Guidelines  
Violation Enforcement Policy  
Assessment Collection Policy  
Uncurable Violation Enforcement Policy  
Non-Fenced Rear Yard Violation Enforcement Policy  
Record Retention Policy  
Records Inspection Policy  
Membership Voting Policy  
Conflict of Interest Policy  
Solar Energy Device Guidelines

Roofing Material Guidelines  
Rainwater Collection Guidelines  
Application of Payments Policy  
Religious Items Display Guidelines  
E-mail Registration Policy  
Guidelines for Drought Resistant Landscaping and Natural Turf  
Guidelines for Flag Display  
Electronic and Telephonic Action Policy  
Standby Electric Generator Guidelines

7. Mailing Address and Contact Information for the Association and/or the Managing Agent:

Allen Melton, President  
P.O. Box 2911  
Midland, TX 79702  
(806) 681-4010  
championsrunpoa@gmail.com

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and property owners' association:

Property Resales/Transfer Fees:

Statement of Account:	\$0.00
Resale Certificate:	\$0.00
Updated Resale Certificate:	\$0.00
Transfer Fee:	\$0.00

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE

Signed this 31 day of May, 2022

Champions Run Property Owners' Association

By:



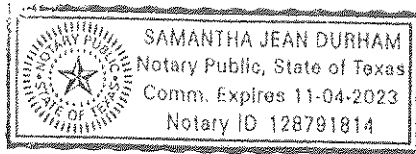
Allen Melton, Champions Run Property Owners' Association President

STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 3/21, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



Samantha Jean Durham  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Billing Policy and Payment Plan Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration") of Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, grants the authority to the Board of Directors (the "Board") to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Exhibit A – Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature  
Allen Melton (SR)  
President

STATE OF TEXAS

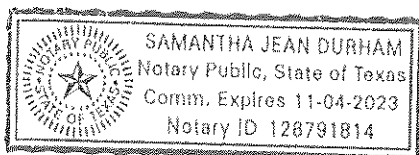
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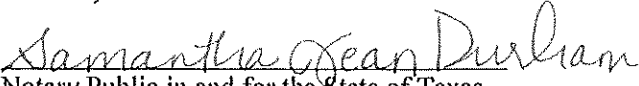
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COUNTY OF MIDLAND

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This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Exhibit A**  
**Billing Policy and Payment Plan Guidelines for the**  
**Champions Run Property Owners' Association**

**I. BILLING POLICY**

**1. ASSESSMENT PERIOD**

The Board of Directors (the "Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

**2. NOTICE**

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to the Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery, which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association records.

**3. DUE DATE**

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

**4. INTEREST**

If the assessment is not paid by the due date, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

**5. ADMINISTRATIVE FEE**

The administrative fee for all payment plans shall be zero dollars (\$0.00) for each monthly payment.

**6. LATE FEES**

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

**7. COSTS FOR COLLECTING PAST DUE MONTHS**

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document

preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to the Texas Property Code, the Association may incur or be responsible for third-party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

8. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every forty-five (45) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owner(s) and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner(s) the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due, and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

9. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD-PARTY

In the event an amount due remains unpaid for a period of more than one hundred and thirty-five (135) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other amounts outstanding; a period of at least forty-five (45) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third-party collection agent or attorney if the amount remains unpaid after the referenced forty-five (45) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

10. REFERRAL OF ACCOUNT TO A THIRD-PARTY – ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third-party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information request such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third-party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including, but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure

action; and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

11. PAYMENT RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds. The owner shall pay twenty-five dollars (\$25.00) for every check returned for non-sufficient funds.

12. COMMON AREA

If a hearing is not requested within 45 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended (if applicable).

## II. PAYMENT PLAN GUIDELINES

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments, or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees prior to the request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. Any owner, who has not defaulted under a previous payment plan during the past twelve (12) months from the date a payment plan request is received by the Association, shall be eligible for a payment plan;
2. If an owner, who is not eligible to receive a payment plan, asks for a payment plan, then the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion;
3. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than three (3) months;
4. The Association may use its discretion to determine the maximum term of a payment plan;
5. The Association may require a good faith payment of not more than 25% prior to commencing a payment plan;
6. The Association may setup, without the need for a case-by-case vote by the Board, a payment plan allowing up to twelve (12) equal consecutive monthly installments;
7. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than three (3) months;
8. All payments shall be due by the date specified in the payment plan;
9. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
10. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan;



11. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
12. Pursuant to Section 209.0064(b)(3) of the Texas Property Code, the Association is not required to offer a payment plan to an owner after the forty-five (45) day period to pay the past due balance in the final notice has expired;
13. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
14. The Association may not allow a payment plan for any amount that extends for more than eighteen (18) months from the date of the owner's request for a payment plan;
15. All payment plans must be in writing and signed by the owner entering into said plan;
16. Any owner who defaults under a payment plan shall remain in default until the owner's entire account balance is brought current;
17. There is no opportunity to cure a default under a payment plan.

### **III. GENERAL PROVISIONS**

1. Independent Judgment  
Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.
2. Other Rights  
This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.
3. Application of Payments  
A payment received by the Association shall be applied in accordance with the Application of Payment Policy, which follows Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.
4. Replacement and Amendment of Policy  
This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

**Violation Enforcement Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS                   §  
  §  
COUNTY OF MIDLAND         §

Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE:    Violation Enforcement Policy

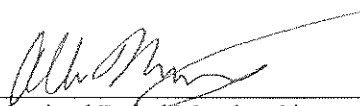
WHEREAS:

1. The Board of Directors (the "Board") is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs.

BE IT RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply the applicable law.
2. All rules of the Association shall be enforced.
3. The Violation Schedule (attached) shall be the Association's policy on enforcement.

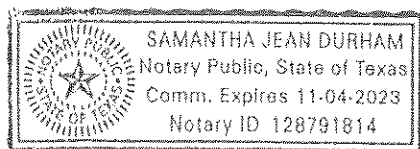
EFFECTIVE DATE: May 1, 2022

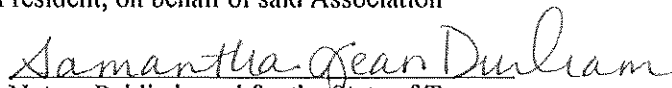
  
\_\_\_\_\_  
Authorized Board Member Signature

Allen Melton (S)  
President

STATE OF TEXAS                   §  
  §  
COUNTY OF MIDLAND         §

This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

## **Violation Enforcement Policy for the Champions Run Property Owners' Association**

### **First Notice**

A courtesy letter will be delivered to the Owner describing the violation(s). If it can be ascertained the Owner has a tenant renting the residence, then the tenant will also receive a copy of the warning letter at the property address. All courtesy letters will be given in person, emailed to the Owner, or sent via regular mail through the U.S. Postal Service. The courtesy letter will be deemed delivered to the owner upon depositing the letter with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association records. The Owner will have seven (7) days to correct the violation(s) described in the courtesy letter.

### **Second Notice**

If the violation(s) is not corrected at the end of the seventh (7<sup>th</sup>) day, a second notice of violation letter describing the violation(s) and will be delivered to the Owner (and tenant, if applicable) via certified mail, return receipt through the U.S. Postal Service. The Owner will then have thirty (30) days to correct the violation(s). A third notice will not be sent.

### **Board Review**

The Board recognizes the Owner's right to appeal the first and second notice and possible fines. The Owner will have the opportunity to request a review before the Board any time before the expiration of the seven (7) or thirty (30) days in the above notices. The Owner must request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner. A quorum of the Board will hold the hearing and review the violation. A majority of the quorum of the Board at the review will make a final decision which will be binding on all parties.

### **Assessment of Penalty**

If an Owner has not corrected the violation(s) by the end of the Second Notice's thirty (30) days or after the expiration of any extension granted by the Board, or within the terms of the results of the Board Review, then the Association will assess a monetary fine according to the Fine Schedule below.

If six (6) calendar months pass between the violation(s) for the same violation(s), then the next notice for the new violation(s) will be a First Notice.

### **Fine Schedule**

All Violations of the Declaration (including, but not limited to a RV and/or Trailer parked in excess of 72 hours) = **\$300 per month**

Fines are charged on a calendar month, not thirty (30) days. For example, if Second Notice expires on March 30 and the violation(s) is not corrected until April 3, then this qualifies as two (2) months' worth of violation(s). The Owner would owe \$600 (\$300 x 2 months = \$600.00) in fines to the Association.

Again, there will be no third notice.

### **General Policy**

If a homeowner contacts the Board with the intent to correct a violation and asks for an extension, the Board shall grant such extension if it deems the extension reasonable. Extension requests longer than 30 days will require that the member send in a written request via email or regular mail and review of the Board for approval. If the homeowner does not cure the violation after the extension period, the process will be resumed at the last level of the schedule, up to and including referral to the Association's attorney.

### **Force Maintenance Procedure**

It is the option of the Board of Directors to decide when and if an account is Forced Maintenance and/or escalated to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorney's fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowner's account and the money due shall be subject to the Association's ordinary collection policy. If the amount due is not paid the attorney shall file a notice of lien.

### **Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice, including increase of the Forced Maintenance Fee of one hundred dollars (\$100.00). Homeowners are advised that they should contact the Board to request the most recent version of this policy, if they have a question, and/or need an extended amount of time to cure the violation, or assistance in making payment arrangements. Please note: notice of violation to include, but not limited to, grass, weeds, siding, unapproved improvements, vegetation, fences, and other violations within the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto. *This Violation schedule is not applicable to the Uncurable Violation Enforcement Policy and the Non-Fenced Rear Yard Violation Enforcement Policy. Please refer to the Uncurable Violation Enforcement Policy and the Non-Fenced Rear Yard Violation Enforcement Policy.*

**Assessment Collection Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE: Assessment Collection Policy

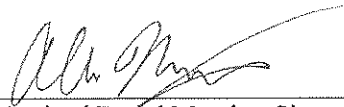
WHEREAS:

1. Pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts this policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association;
2. The Association's economic well-being relies on the timely payment of assessments and other allowable charges; and
3. It is the Board's duty to use its best efforts to collect funds owed to the Association.

BE IT RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, the cost of collection including, but not limited to, late fees, administrative fees, legal fees, and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Assessment Collection Schedule (attached) shall be the assessment collection policy of the Association and shall be enforced.

EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature

Allen Melton  
President

STATE OF TEXAS

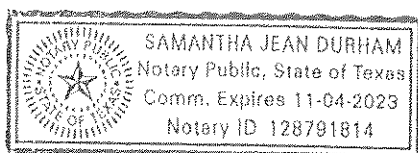
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COUNTY OF MIDLAND

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\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Assessment Collection Policy for the  
Champions Run Property Owners' Association**

\$150 Fee to cover Title Search, Skip Trace, Military Service Member Search, Process Server, and other Administrative Costs

**Uncurable Violation Enforcement Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE: Uncurable Violation Enforcement Policy

WHEREAS:

1. The Board of Directors (the "Board") is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs.
3. Uncurable Violation is defined as: A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation or other violation that is not ongoing is not considered to be an adequate remedy.

BE IT RESOLVED THAT:

1. The Board of Directors hereby adopts this Uncurable Violation Enforcement Policy to establish equitable policies for the Association in compliance with Chapter 209 of the Texas Property Code.
2. All rules of the Association shall be enforced.
3. The Violation Schedule (attached) shall be the Association's policy on enforcement of Uncurable Violations.
4. All other violations will be governed by the current Violation Enforcement Policy and are not impacted by this policy.

EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature  
Allen Melton (SB)  
President

STATE OF TEXAS

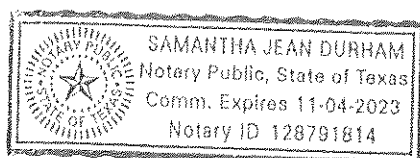
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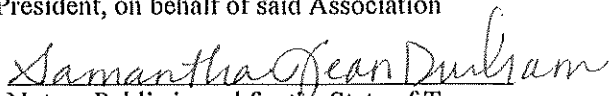
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\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Uncurable Violation Enforcement Policy for the  
Champions Run Property Owners' Association**

<u><b>Violation Procedure</b></u>	<u><b>Status</b></u>	<u><b>Action Required</b></u>
Report/Sighting: Fine Assessed and Fine Notice sent (certified mail)	Notice of applied fine and the intent to assess additional fine for any future occurrences	Owner must not repeat action or condition

**General Policy**

If a homeowner is in violation of an uncurable violation as defined in this policy, the above table will govern action taken. All other violations will follow the Association's Violation Enforcement Policy. Uncurable violation examples include, but are not limited to: an act constituting a threat to health or safety, a noise violation that is not ongoing, property damage (including the removal or alternation of landscape), and an event prohibited by the dedicatory instruments.

**Attorney Procedure**

The Board of Directors, in its best discretion, may decide when and if an account is escalated to an attorney or other third-party for enforcement. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. If allowable by law and the Association's Declaration, all attorney's fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowner's account and the money due shall be subject to the Association's ordinary collection policy or as permissible by law.

**Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the Board to request the most recent version of this policy, if they have a question, and/or need assistance in making payment arrangements.



**Non-Fenced Rear Yard Violation Enforcement Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE: Non-Fenced Rear Yard Violation Enforcement Policy

WHEREAS:

1. The Board of Directors (the "Board") is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs.
3. Non-Fenced Rear Yard Violation is defined as: That portion of a Lot existing from the rear of the main structure located thereon to the rear property line and from side property line to side property line, which is not fenced in per the Declaration. The violation occurs when vegetation, which includes, but is not limited to, grass, weeds, and bulk items/clutter, is out of compliance with the Declaration.

BE IT RESOLVED THAT:

1. The Board of Directors hereby adopts this Non-Fenced Rear Yard Violation Enforcement Policy to establish equitable policies for the Association in compliance with Chapter 209 of the Texas Property Code
2. All rules of the Association shall be enforced.
3. The Violation Schedule (attached) shall be the Association's policy on enforcement of Non-Fenced Rear Yard Violations.
4. All other violations will be governed by the current Violation Enforcement Policy and are not impacted by this policy.

EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature  
Allen Melton  
President

STATE OF TEXAS

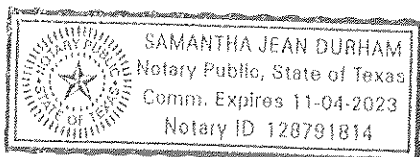
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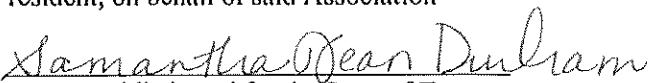
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COUNTY OF MIDLAND

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This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Non-Fenced Rear Yard Violation Enforcement Policy for the  
Champions Run Property Owners' Association**

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
1 <sup>st</sup> Sighting or Report of Violation	PC 209 Letter – Send written thirty (30) day notice of the violation to include, but not limited to, grass, weeds, vegetation, bulk items/clutter within the Declaration	Thirty (30) days from the date of letter to correct and/or eliminate the violation or Force Maintenance will be enforced.
2 <sup>nd</sup> Sighting or Report of Violation	Notice sent of Force Mow performed due to violation not being cured. \$100.00 or cost of mowing, but not to exceed \$200.00, Force Maintenance assessed	

**General Policy**

If a homeowner contacts the Board with the intent to correct a violation and asks for an extension, the Board shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period, the process will be resumed at the last level of the schedule, up to and including referral to the Association's attorney.

**Force Maintenance Procedure**

It is the option of the Board of Directors to decide when and if an account is Forced Maintenance and/or escalated to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorney's fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowner's account and the money due shall be subject to the Association's ordinary collection policy. If the amount due is not paid, the attorney shall file a notice of lien.

**Other**

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the Board to request the most recent version of this policy, if they have a question, and/or need assistance in making payment arrangements.

**Records Retention Policy for the  
Champions Run Property Owners' Association**

**STATE OF TEXAS**

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**COUNTY OF MIDLAND**

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This Records Retention Policy for the Champions Run Property Owners' Association (the "Policy") is adopted by the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Champions Run Property Owners' Association's Board of Directors (the "Board");


NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants, and all amendments to certificate of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven (7) years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five (5) years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven (7) years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven (7) years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: May 1, 2022

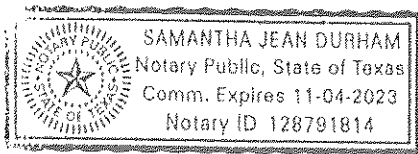
  
Authorized Board Member Signature  
Allen Melton  
President

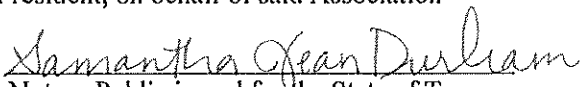
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 3<sup>rd</sup>, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Records Inspection, Production and Copying Policy for the  
Champions Run Property Owners' Association**

**STATE OF TEXAS**

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**COUNTY OF MIDLAND**

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This Records Inspection Policy for the Champions Run Property Owners' Association (the "Policy") is adopted by the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Champions Run Property Owners' Association's Board of Directors (the "Board").

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

**CHARGES:** Charges for examining and copying the Association's information are set out in Exhibit A attached hereto.

Except for information deemed confidential by law or court order, the Association will make its books and records open to and reasonably available for examination to the following:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A Member of the Association as evidence by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public accountant designated in writing, signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating Agent as such, in accordance with Texas Property Code Section 209.005.

Owners are entitled to obtain copies of information in the Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in Section 70.3 of Title 1 of the Texas Administrative Code, the amounts in Section 70.3 of Title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes, but is not limited to:

- 1.) Any document that constitutes the work product of the Association's attorney or that is privileged as an attorney-client communication;
- 2.) Files and records of the Association's attorney relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code; and
- 3.) Except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code Section 209.005(1): (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Association, including personnel files.

If a document in the Association's attorney's files and records relating to the Association would be subject to a request by an owner to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document.

#### **Procedures for Inspecting Information or Obtaining Copies**

- 1.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the Association's mailing address or to the authorized representative of the Association as reflected on the most current management certificate filed under Texas Property Code Section 2019.004; and
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
- 2.) The request must include enough description and detail about the information requested to enable the Association to accurately identify and locate the information requested. Owners must cooperate with the Association's reasonable efforts to clarify the type or amount of information requested.
- 3.) The request must contain an election to inspect the books and records before obtaining copies or purchase copies of the same.
- 4.) If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Association to copy and forward to owner.
- 5.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 6.) Before starting work on an owner's request, the Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed forty dollars (\$40.00). Owners may modify the request in response to the itemized statement.
- 7.) Within ten (10) business days of the date the Association sent the estimated of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.
- 8.) Owners are responsible for Charges related to the compilation, production, and reproduction of the request information in the amounts stated in this policy. The Association must require advance payment of the estimated Charges of compilation, production, and reproduction, of the requested information.
- 9.) If the estimated Charges are less or more than the actual Charges, the Association must submit a final invoice to the owner on or before the thirtieth (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) 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 Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the owner.
- 10.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

EFFECTIVE DATE: May 1, 2022

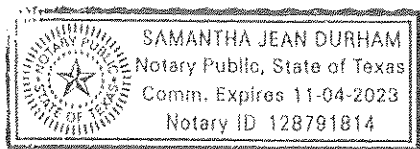
  
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Authorized Board Member Signature  
Allen Melton (SB)  
President

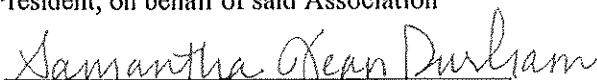
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 31<sup>st</sup>, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Exhibit A**  
**Charges for Examining and Copying Information for the**  
**Champions Run Property Owners' Association**

**A. Labor Charges for Computer Programming**

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association will charge \$28.50 an hour for the programmer's time spent on the request.

**B. Labor Charges for Locating, Compiling, Manipulating and Reproducing Data and Information**

1. The charge for labor costs incurred in processing an owner's request for Association information is \$15.00 an hour. The labor charges will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.
2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.
3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.
4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under Section 552.261(a)(1) or Section 552.261(a)(2) of the Texas Government Code.

**C. Overhead Charge**

1. Whenever any labor charge is applicable to a request, the Association may include in the Charges direct or 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, the overhead charge will be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

For Example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing -  $\$15.00 \times .20 = \$3.00$
- b. Labor charge for computer programming -  $\$28.50 \times .20 = \$5.70$

If a request requires a charge for one hour of locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.



**D. Microfiche and Microfilm Charge**

If the Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents (\$0.10) per page for standard size paper copies of the information on microfiche or microfilm, plus an applicable labor and overhead charge for more than fifty copies.

**E. Remote Document Retrieval Charge**

To the extent that the retrieval of documents stored on the Association's property results in a charge to comply with a request, the Association will charge the actual cost of the retrieval.

**F. Copy Charges**

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents (\$0.10) per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Association information that is printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen (8.5" x 14") inches.
2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen (8.5" x 14") inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. 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 as follows:
  - (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--See also Section 70.9 of this title) = \$0.50; and
  - (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic = actual cost.

**Membership Voting Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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This Membership Voting Policy for the Champions Run Property Owners' Association (the "Policy") is adopted by the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of the Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements;

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Member shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one (1) business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website, if applicable.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one (1) business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: May 1, 2022

  
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Authorized Board Member Signature

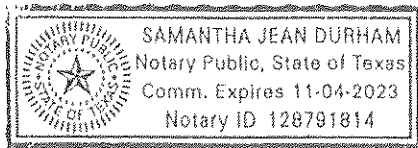
Allen Melton  
President 

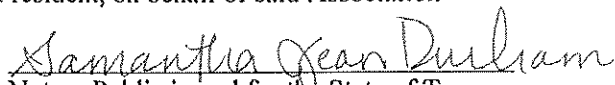
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Conflict of Interest Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

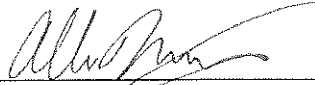
1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's relative, a board member's company, or a board member's relative's company; and
2. The Association's Board of Directors (the "Board") desire to establish a policy consistent with Section 209.0052;

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more of profits.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
  - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
  - b. The applicable Director is not given access to the other bids, does not participate in any of the Board's discussion regarding the contract, and does not vote on the award of the contract;
  - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
  - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g., access to information for private gain).
6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.

8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: May 1, 2022



Authorized Board Member Signature

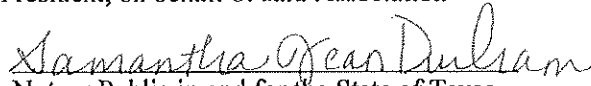
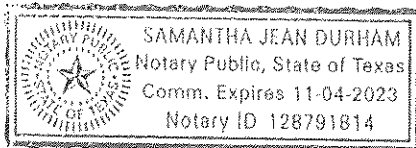
Allen Melton  
President

STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 3/22, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



Notary Public in and for the State of Texas

My commission expires: 11-4-2023

**Solar Energy Device Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

WHEREAS, the Texas Property Code – Chapter 202, Section 202.010, 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 (the "Board") is permitted to adopt certain limitation on solar energy devices;



NOW THEREFORE, in order to comply with Section 202.010 of the Texas Property Code, the Board of the Association 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 "**Solar Energy Device Guidelines**" (the "Guidelines"):

1.) Guidelines governing the solar energy devices:

- a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee.
- b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent (10%), the solar panel must be placed on the rear facing portion of the roof or may be placed on the rear facing portion of another approved structure.
- c. The solar panel may not be higher or wider than any flat portion of the roof where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle, it must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline.
- d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure, the solar panel must be located below the fence line.
- e. The color of the solar panel frames, brackets, wires, and pipes must be included with the improvement request.

2.) In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Guidelines controls.

EFFECTIVE DATE: May 1, 2022

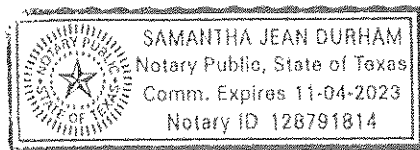
  
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Authorized Board Member Signature  
Allen Melton  
President 

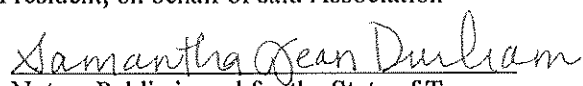
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 31<sup>st</sup>, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Roofing Material Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

WHEREAS, the Texas Property Code – Chapter 202, Section 202.011, precludes associations from adopting or enforcing a prohibition or restriction on certain roofing material; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors (the "Board") is permitted to adopt certain limitation on roofing materials;

NOW THEREFORE, in order to comply with Section 202.011 of the Texas Property Code, the Board of the Association adopts the following "Roofing Material Guidelines" (the "Guidelines"):

1.) Guidelines governing roofing material:

- a. Certain types of roof shingles are designed to prevent wind and hail damage, provide heating and cooling efficiencies, or providing solar generation capabilities.
- b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
- c. To comply with these guidelines, the roof shingles must resemble the shingles used on other properties within the subdivision.
- d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
- e. The shingles must match the aesthetics of other properties surrounding the owner's property.

2.) In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Material Guidelines controls.

EFFECTIVE DATE: May 1, 2022


STATE OF TEXAS

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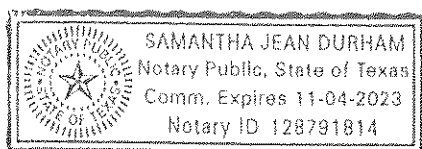
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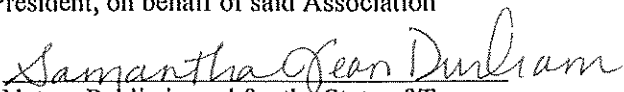
COUNTY OF MIDLAND

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\_\_\_\_\_  
Authorized Board-Member Signature  
Allen Melton  
President

This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023



**Rainwater Collection Devices Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:


WHEREAS, the Texas Property Code – Chapter 202, Section 202.007(d), precludes associations from adopting or enforcing a prohibition or restriction on rain barrels and rainwater harvesting systems; and


WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors (the "Board") is permitted to adopt certain limitation on rainwater harvesting systems;

NOW THEREFORE, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of the Association adopts the following "Rainwater Collection Devices Guidelines" (the "Guidelines"):

- 1.) Guidelines governing rainwater harvesting systems:
  - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
  - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
  - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
  - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
  - e. There must be sufficient areas on the owner's property to install the barrels or system.
- 2.) In the event of any conflict between these provisions and any rainwater harvesting systems restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Devices Guidelines controls.

EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature

Allen Melton  
President 

STATE OF TEXAS

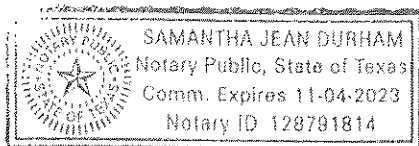
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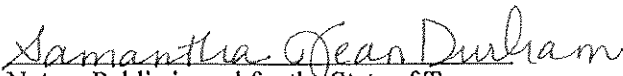
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COUNTY OF MIDLAND

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This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Application of Payments Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS                   §  
   §  
COUNTY OF MIDLAND         §

WHEREAS, the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, is charged with administering and enforcing the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"); and

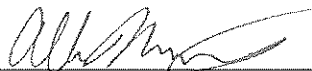

WHEREAS, the Directors of the Association (the "Board") adopts the following policy in order to comply with the priority of payments schedule created by Section 209.0063 of the Texas Property Code;

NOW THEREFORE, the Board of the Association has duly adopted the following "Application of Payments Policy" (the "Policy"):

A payment received by the Association shall be applied to the owner's debt in the following order of priority:

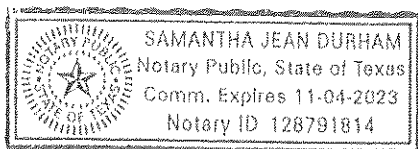
- 1.) Any delinquent assessment;
- 2.) Any current assessment;
- 3.) Any attorney's fees or third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- 4.) Any attorney's fees incurred by the Association that are not subject to the preceding subpart;
- 5.) Any fines assessed by the Association; and
- 6.) Any other amounts owed to the association.

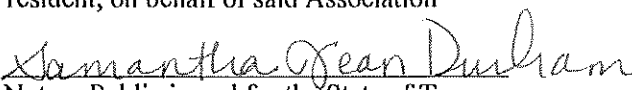
EFFECTIVE DATE: May 1, 2022

  
\_\_\_\_\_  
Authorized Board Member Signature  
*Allen Melton*  
President 

STATE OF TEXAS                   §  
   §  
COUNTY OF MIDLAND         §

This Instrument was acknowledged and signed before me on May 31<sup>st</sup>, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Religious Item Display Guidelines for the  
Champions Run Property Owners' Association**

**STATE OF TEXAS**

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**COUNTY OF MIDLAND**

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

WHEREAS, the Texas Property Code – Chapter 202, Section 202.018, precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the owner's or resident's property or dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors (the "Board") is permitted to adopt certain limitation on the display of religious items;

NOW THEREFORE, in order to comply with Section 202.018 of the Texas Property Code the Board of the Association adopts the following "**Religious Item Display Guidelines**" (the "Guidelines"):

1.) Guidelines governing the display of religious symbols:

- a. The religious item cannot threaten public health or safety.
- b. The religious item cannot violate the law.
- c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- d. The religious item cannot be installed on property owned or maintained by the property owners' association or owned in common by members of the property owners' association.
- e. The religious item cannot violate any applicable building line, right-of-way, setback, or easement.
- f. The religious item cannot be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
- g. Religious items for seasonal holidays must be removed no later than 30 days after said holiday and cannot be present 90 days prior to a seasonal holiday.
- h. The Association may remove any item that does not conform to the statute.

2.) In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Guidelines controls.

EFFECTIVE DATE: May 1, 2022



Authorized Board Member Signature

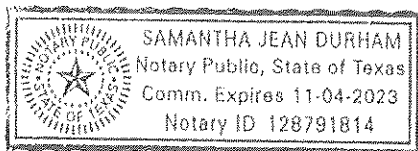
Allen Melton  
President

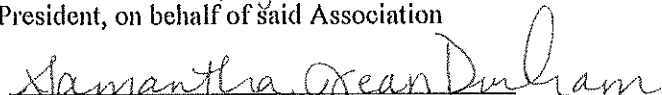
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**E-mail Registration Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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WHEREAS, the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, is charged with administering and enforcing the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"); and


WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association; and

WHEREAS, Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "E-mail Registration Policy" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the e-mail registration form attached hereto and has emailed the completed registration form to championsrunpoa@gmail.com; and (2) the owner has received e-mail confirmation from a Board Member that states submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after August 1, 2021.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notice under Section 209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used from communications to or from the Association.

EFFECTIVE DATE: May 1, 2022

  
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Authorized Board Member Signature  
Allen Melton  
President

STATE OF TEXAS

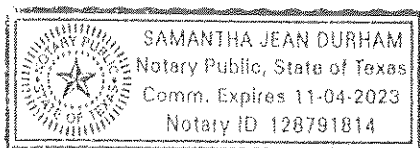
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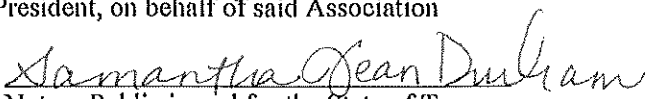
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COUNTY OF MIDLAND

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This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**E-mail Registration Form for the  
Champions Run Property Owners' Association**

**NAME:**

First

Middle Initial

Last

**EMAIL:**

**PHONE:**

**ADDRESS:**

Street Address

City, State, Zip Code

**Drought-Resistant Landscaping and Natural Turf Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS                               §  
   §  
COUNTY OF MIDLAND                   §

Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

WHEREAS, the Texas Property Code – Chapter 202, Section 202.007, precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant or water conserving natural turf; and

WHEREAS, in the best interest of the Association in light of frequent and persistent drought conditions in the area, the Board of Directors (the "Board") desires to adopt certain guidelines on drought-resistant or water conserving natural turf;

NOW THEREFORE, in order to comply with Section 202.007 of the Texas Property Code, the Board of the Association adopts the following **"Drought-Resistant Landscaping and Natural Turf Guidelines"** (the "Guidelines"):

1.) Guidelines governing drought-resistant or water conserving natural turf:

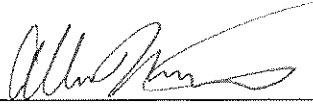
- a. The Architectural Review Committee (the "ARC") will allow variances for xeriscaping.
- b. Homeowners must submit an architectural review committee request or a request for a variance to the ARC (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
- c. Non-turf planted areas must be bordered to define the xeriscape areas clearly from turfed areas.
- d. Xeriscape areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
- e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb (if applicable).
- f. No plants may encroach onto or over sidewalks or streets.
- g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks or streets.
- h. Urns, pots, and other man-made ornamentation cannot exceed four (4) items in public view.
- i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area (if applicable).

- j. Sickly or dying plants must be removed and replaced.
  - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
- 2.) Xeriscaping – Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.
  - 3.) Ground Cover – If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
  - 4.) Plants – Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, do not use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or granite. For public safety, no plants with thorns, spines, or sharp edges can be used with six feet (6') of the sidewalks or streets. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip (if applicable), as this constitutes a visual safety hazard to pedestrians and drivers.
  - 5.) Borders – Xeriscape areas must be surrounded by a boarder to clearly define the xeriscape areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the ARC. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used, they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with a top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
  - 6.) Hardscapes – Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items," such as birdbaths, statuary, or other similar non-vegetative items, must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb (if applicable).
  - 7.) Landscape Maintenance – Xeriscape areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks or streets. Sickly and/or dying plants must be removed and replace. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
  - 8.) Turf Grasses – Homeowners should consider replacing "thirsty" turf grasses, such as St. Augustine, with turf that has lower water requirements. Good turf grasses for our area include, but are not limited to, Buffalo grass and Bermuda grass. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.




- 9.) To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: May 1, 2022



Authorized Board Member Signature

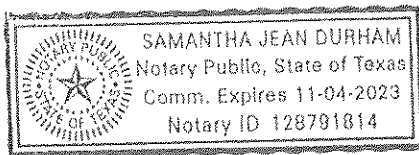
Allen Melton  
President 

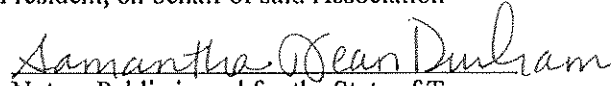
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 31<sup>st</sup>, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Flag Display Guidelines for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

WHEREAS, the Texas Property Code – Chapter 202, Section 202.012, precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.012 of the Texas Property Code, the Board of Directors (the "Board") is permitted to adopt certain guidelines on flag displays;

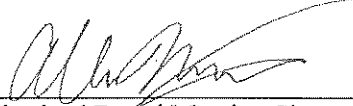

NOW THEREFORE, in order to comply with Section 202.012 of the Texas Property Code, the Board of the Association adopts the following "Flag Display Guidelines" (the "Guidelines"):

1.) Guidelines governing flag displays:

- a. The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10.
- b. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- c. A flagpole, whether attached to dwell or freestanding, 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.
- d. The flag display must conform to all setbacks, easements, and zoning ordinances.
- e. Flagpoles may be installed in the front yard with the approval of the architectural review committee so long as there is not less than a 15' setback.
- f. Flags and flagpoles must be maintained in good condition. Flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
- g. Flagpoles are limited to one per lot, not to exceed twenty feet (20') in height.
- h. Flag size is limited to 4' x 6'.
- i. An owner can only place a flagpole or flag on their own property with the approval of the architectural review committee and no other property.
- j. You must abate any noise that is caused by the external halyard of a flagpole.

- 2.) Any flag may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the architectural review committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the architectural review committee.
- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Flag Display Guidelines controls.

EFFECTIVE DATE: May 1, 2022

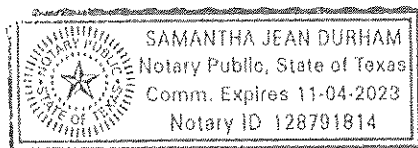
  
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Authorized Board Member Signature  
*Allen Melton*  
President 

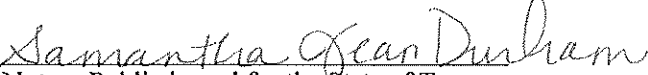
STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 3/22, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: 11-4-2023

**Electronic and Telephonic Action Policy for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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This Electronic and Telephonic Action Policy for the Champions Run Property Owners' Association is adopted by the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was amended to allow the Board of Directors (the "Board") to take action outside of a meeting, including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, the Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following "Electronic and Telephonic Action Policy" (the "Policy"):

**General Procedures:**

- 1.) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2.) Reasonable Opportunity is defined as 72 hours.
- 3.) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4.) At any point in time, a Director may request an alternate method of voting. The Board may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board and the requesting Director.

**Email Procedure**

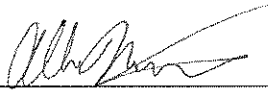
- 1.) When a matter arises for a vote of the Board for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2.) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3.) A vote shall be considered concluded upon any of the following occurrences:
  - a. At least a majority of the Directors vote to approve the proposal, or
  - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to the email request for vote.

Telephonic Procedures:

- 1.) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2.) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3.) During the telephonic conference, each Director must be able to hear and be heard by all other Directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4.) A vote shall be considered concluded upon any of the following occurrences:
  - a. At least a majority of the Directors vote to approve the proposal, or
  - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to the telephonic request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: May 1, 2022



Authorized Board Member Signature

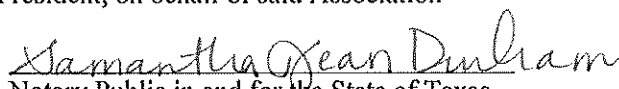
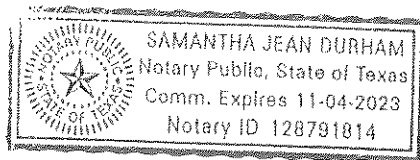
Allen Melton  
President (SR)

STATE OF TEXAS

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COUNTY OF MIDLAND

This Instrument was acknowledged and signed before me on May 3/22, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



Notary Public in and for the State of Texas

My commission expires: 11-4-2023

**Standby Electric Generators Guideline for the  
Champions Run Property Owners' Association**

STATE OF TEXAS

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COUNTY OF MIDLAND

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Pursuant to the Bylaws of the Champions Run Property Owners' Association (the "Bylaws"), and the Declaration of Covenants, Conditions and Restrictions for Champions Run and any amendments thereto (the "Declaration"), the Directors of the Champions Run Property Owners' Association (the "Association"), a Texas Non-Profit Corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Standby Electric Generators

WHEREAS:

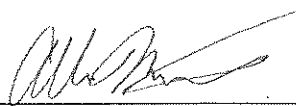

1. The Texas Property Code – Chapter 202, Section 202.019, prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (the "SEG"); and,
2. Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors (the "Board") is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.019 of the Texas Property Code, the Board of the Association adopts the following "Standby Electric Generators Guidelines" (the "Guidelines"):
  - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
  - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, and governmental codes, and accepted standards for all electrical, plumbing and fuel line connections.
  - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced, or removed, as appropriate.
  - d. The Association may restrict the location of the SEG within the guidelines of the law.
  - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for the SEG and systems that are visible from the street, another lot, or common area.
  - f. There must be sufficient areas on the owner's property to install the SEG device.
  - g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of two (2) hours or more. Once power has been restored to the residence and has been available for a continuous period of two (2) hours, the generator may no longer be used.

2. In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator Guideline controls.

EFFECTIVE DATE: May 1, 2022

  
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Authorized Board Member Signature  
*Allen Melton*  
President 

STATE OF TEXAS

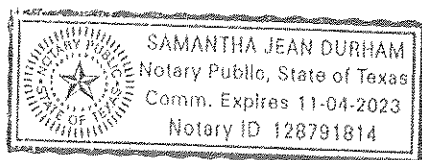
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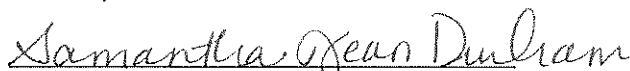
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COUNTY OF MIDLAND

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This Instrument was acknowledged and signed before me on May 31st, 2022 by Allen Melton, Champions Run Property Owners' Association President, on behalf of said Association



  
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Notary Public in and for the State of Texas  
My commission expires: 11-4-2023