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CARLSON PARK
SUPPLEMENT TO COMMUNITY MANUAL

SUPPLEMENTAL POLICIES AND RULES ADOPTED PURSUANT TO THE 2021 LEGISLATIVE SESSION

Cross-reference to (i) Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time; and (ii) Carlson Park Community Manual, recorded as Document No. 20200086183, Official Public Records of Bexar County, Texas, as amended from time to time. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

SUPPLEMENTAL POLICIES AND RULES
ADOPTED PURSUANT TO THE 2021 REGULAR TEXAS LEGISLATIVE SESSION

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PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS ADOPTED THE POLICIES AND PROCEDURES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2021 REGULAR SESSION OF THE TEXAS LEGISLATURE. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This Supplement to the Community Manual (this "**Supplement**") is made by **IMAGINE BUILT HOMES, LTD.,** a Texas limited partnership, ("**Declarant**") and is as follows:

A. Declarant is the Declarant under that Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "**Declaration**") and that certain Carlson Park Community Manual, recorded as Document No. 20200086183, Official Public Records of Bexar County, Texas, as amended from time to time (the "**Community Manual**").

B. Pursuant to *Article 1* of the Declaration, Declarant reserved the right to amend or supplement the Community Manual during the Development Period (as defined in the Declaration). The Development Period has not yet expired.

C. Declarant now desires to supplement the Community Manual with the policies, Rules and Regulations attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration and the Community Manual.

EXECUTED to be effective as of the date this Supplement is Recorded.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 8th day of September, 2021.

DECLARANT:

IMAGINE BUILT HOMES, LTD., a Texas limited partnership

By: B.F. Managing Partners, L.L.C., its General Partner

By: _____
Printed Name: James Bastoni
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me on September 8, 2021 by James Bastoni, Manager of B.F. Managing Partners, L.L.C., General Partner of Imagine Built Homes, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

LAURI ALLSTEAD
Notary ID #130435135
My Commission Expires
November 9, 2023

_____
Notary Public Signature

TAB A
COVENANT VIOLATION HEARING POLICY
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

Background. Section 209.007 of the Property Code has been amended to require the Association to produce information and documentation it intends to introduce at any covenant or rule violation hearing.

1. **Applicability**. This policy only applies to restrictive covenant violation hearings only.

2. **Hearing**. If an Owner receives a covenant or rule violation notice from the Association and the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request for a hearing before the Board to discuss and verify facts and resolve the matter in issue.

3. **Written Request Required**. The written request for a hearing must be submitted to the Board before the thirtieth (30th) day after the date the violation notice was mailed to the Owner.

4. **Hearing Scheduling**. The Board shall hold a hearing not later than the thirtieth (30th) day after the date it receives the Owner's request for a hearing. The Board or the Owner may request a postponement, and if it is the first request, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by the agreement of the parties.

5. **Hearing Notice**. At least ten (10) days before the hearing, the Board shall notify the Owner of the date, time, and place of the hearing and provide all documents, photographs, and communications the Board intends to introduce at the hearing. If the Board fails to provide the packet at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement.

6. **Hearing Procedure**. During the hearing, a member of the Board, or the Board's designated representative, shall first present the Association's case against the Owner. Next, the Owner, or the Owner's designated representative, shall be entitled to present the Owner's information and issues relevant to the appeal or dispute. The procedure for the hearing is described in **Exhibit A**, attached hereto.

7. **Audio Recording Permitted**. The Owner or the Board may make an audio recording of the meeting. Disclosure of any intent to record shall be made before the hearing begins.

EXHIBIT A

PROCEDURE FOR THE HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board has convened to conduct a hearing at the written request of an Owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the Owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and the Owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

TAB B
BOARD MEETING NOTICE REQUIREMENTS
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

Background. Section 209.0051 of the Property Code has been amended to extend the notice period for regular meetings of the Board and to eliminate the ability of the Board to approve the Association's annual budget without an open Board meeting.

1. **Board Meetings**. The term "Board meeting" means a deliberation between a quorum of the Association's Directors during which the Association's business is considered, and the Board takes formal action.

2. **Board Meeting Notice Content Requirements**. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session.

3. **Regular Board Meeting Notice Deadline**. If sent by mail, notice must be mailed to each Owner between ten (10) and sixty (60) days before the meeting. If posted/e-mailed, notice must be provided at least one hundred forty-four (144) hours before the start of the meeting.

4. **Special Board Meeting Notice Deadline**. If sent by mail, notice must be mailed to each Owner between ten (10) and sixty (60) days before the meeting. If posted/e-mailed, notice must be provided at least seventy-two (72) hours before the start of the meeting.

5. **Notice Posting/Email Requirements**. Posted/e-mailed notice shall be provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's Members in a place located on the Association's common property ***or*** any internet website available to the Association's Members that is maintained by the Association or by a management company on behalf of the Association ***and***; (b) by sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.

6. **Extended Notice Requirements**. If the Association's rules require a longer notice period for a Board meeting, the longer notice requirement will apply.

7. **Action Taken Outside of an Open Meeting**. A Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Owners if each Board member is given a reasonable opportunity to express the Board

member's opinion to all other Board members and to vote. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting and documented in the minutes of the next regular or special Board meeting.

8. **Open Board Meetings Required for Certain Matters**. After the Development Period ends, the Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on: (a) fines; (b) damage Assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in Assessments; (f) levying of Special Assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (i) lending or borrowing money; (j) the adoption or amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

   During the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations; (b) increasing the amount of Regular Assessments or adopting or increasing a Special Assessment; (c) electing non-developer Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

9. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB C
POOL FENCING AND SECURITY DEVICES/FENCES
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

1. **Approval Required**. All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for written approval in accordance with *Article 9* of the Declaration. Written approval must be furnished to the Owner before installation or construction may commence.

2. **Swimming Pool Enclosures**. The term "**Swimming Pool Enclosure**" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure in accordance with *Article 9* of the Declaration for approval. The ACC will apply its architectural requirements to the request; however, the ACC may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law or local safety requirements and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

3. **Security Measures**. To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request to the ACC for architectural approval in accordance with *Article 9* of the Declaration for the construction or installation of the Improvements. Front yard fencing is discouraged. However, if an Owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets ¾" square; rails 1 ½" square; standard posts 2 ½" square; picket spacing between 3" and 4"; post spacing 8' OC; height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.

4. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB D
DELINQUENT ASSESSMENT NOTICE REQUIREMENTS
[SUPPLEMENT TO THE ASSOCIATION'S COLLECTION POLICY]
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

Background. Sections 209.006, 209.0063, and 209.0064 of the Property Code have been amended to require an Association to afford an Owner a minimum period of forty-five (45) days to cure the delinquency and impose additional restrictions on the Association's ability to report the delinquency to a credit reporting service. In particular, this Delinquent Assessment Notice Requirements Policy *supplements* the Association's existing Assessment collection policies and procedures to (a) extend the cure opportunity to forty-five (45) days; (b) to require notice and an opportunity to cure in the event the Association decides to notify any credit reporting service of the Owner's delinquency; and (c) to incorporate the new requirement that certain fees or charges be "reasonable."

1. **45-Day Deadline to Cure**. For any delinquency, before the Association may hold an Owner liable for the fees of a collection agent or report any delinquency of an Owner to a credit reporting service, the Association or its agent must give written notice to the Owner by certified mail. The notice shall specify each delinquent amount and the total amount of the payment required to make the account current. The notice must also describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association, and the notice must provide the Owner with a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken.

2. **Credit Reporting**. If the Association reports any delinquency, including delinquent fines, fees, or Assessments, to a credit reporting service, the Association must first send the Owner, via certified mail, hand delivery, or electronic delivery, a notice that includes:

    (a) a detailed report of all delinquent charges owed; and

    (b) information about the opportunity to enter into a payment plan.

    Notice of the intent to report the delinquency may be combined with the 45-day notice set forth in *Paragraph 2* above. The Association or its agent may not report any delinquent fines, fees, or Assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association. In addition to the foregoing

requirements, the notice must be sent at least 30 business days before the report is made. No fee may be charged back to the Owner for the cost of the actual reporting of the delinquency to the credit reporting service.

3. **Application of Payments**. Any payment made by an Owner who is not in default under a payment plan shall be applied to Owner's debt in the following order of priority:

    (a) any delinquent Assessment;

    (b) any current Assessment;

    (c) any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;

    (d) any reasonable attorney's fees incurred by the Association that are not subject to the preceding provision (Paragraph 3(c));

    (e) any reasonable fines assessed by the Association; and

    (f) any other reasonable amount owed to the Association.

    If at the time the Association receives a payment from an Owner, and the Owner is in default under a payment plan entered into with the Association, then the Association is not required to apply the payment in the order of priority specified above; and, in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

4. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB E
RELIGIOUS DISPLAY POLICY
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an Owner or Resident to display or affix one or more religious items on the Owner's or Resident's property. The display of which is motivated by the Owner's or Resident's sincere religious belief.

2. **Content Prohibitions**. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. **Location Restrictions**. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

4. **Removal.** The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.

5. **Conflicts.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.

6. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

TAB F
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS
CARLSON PARK RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Carlson Park, recorded as Document No. 20200084754, Official Public Records of Bexar County, Texas, as amended from time to time (the "Declaration").

1. **Association Information – Web Access**. The Association shall make current versions of the Association's dedicatory instruments available to the Association's Members via the internet. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' Association; (b) properly adopted rules and regulations of the property owners' Association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The Association shall file the dedicatory instruments in the real property records of each county in which the property to which the documents relate is located.

2. **Management Certificate**. The Association will maintain and update, as needed, a Management Certificate, in the form attached hereto as **Exhibit A**, that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the declaration and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the thirtieth (30th) day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.