

AFTER RECORDING PLEASE RETURN TO:

Apache Shores Property Owners Association, Inc.
14919 General Williamson Drive
Austin, Texas 78734



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APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC. COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association containing the policies adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 17th day of April, 2019.

Catherine David

Name: Catherine David
Title: President

State of Texas County of Travis

This Community Manual was acknowledged before me this 17th day of April, 2019 by

Catherine David the President of Apache Shores Property Owners Association, Inc., a

Name
Texas nonprofit corporation, on behalf of said corporation.
(SEAL)

[Signature]
Notary Public Signature

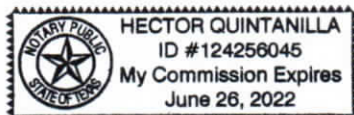


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Introduction

1. Background

The purpose of this Community Manual is to set forth one document containing the Policies applicable to Members of the Association.

2. Effective Date

This Community Manual become effective when recorded. All prior versions of the Policies included herein, in addition to the following policies, are revoked and replaced in their entirety by this Community Manual:

	<u>Policy Date</u>			<u>Policy Title</u>	<u>Date Filed</u>
(a)	2017	07	19	Stop Work Orders (Red Tags) Issued for New Building Permits	2017-08-11
(b)	2016	08	17	Building Documents Package	2016-09-13
(c)	2016	03	16	Use of Community Amenities	2016-06-23
(d)	2015	09	23	Easement, Setback, Height and Water Drainage Policy	2015-10-19
(e)	2015	09	23	Building Permit Procedure, Capital Improvement Fees and Construction Deposit	2015-10-19
(f)	2015	01	21	Building Policy	2015-04-29
(g)	2014	07	16	On-Site Sewage Facility	2014-07-29
(h)	2013	08	21	Industrialized Housing (Modular Home) Policy	2012-08-22
(i)	2012	05	15	Stop Work Orders (Red Tags) Issued for New Building Permits	2012-06-28
(j)	2012	07	18	Move On Home Policy	2012-09-05
(k)	2012	07	18	Use of Community Amenities	2012-09-05
(l)	2012	03	21	Record Production and Copying Policy	2012-04-24
(m)	2012	03	21	Document Retention Policy	2012-04-24
(n)	2012	03	21	Payment Plan Guidelines and Application of Payment Schedule	2012-04-24
(o)	2012	02	15	Noxious and Offensive Trade and Activity	2012-03-20
(p)	2012	02	15	Outdoor Lighting Policy	2012-03-20
(q)	2012	02	15	Sign Policy	2012-03-20
(r)	2011	11	16	Street Number Policy	2012-03-20
(s)	2011	10	19	Manufactured Home Policy	2012-02-16
(t)	2011	10	19	Manufactured Home Policy	2011-11-17
(u)	2011	07	20	Subdividing Lots	2011-10-05
(v)	2010	09	29	Fences and Retaining Wall	2011-07-14
(w)	2009	08	14	Fences and Retaining Wall Policy	2009-08-14
(x)	2009	08	14	On-Site and Off-Site Built Homes Policy	2009-08-14
(y)	2009	04	27	Amendment to the Contractors Hours Policy	2009-05-01
(z)	2009	04	27	Website Policy	2009-05-01
(aa)	2009	04	27	First Meeting-Workshop Policy of the Newly Elected Board	2009-05-01
(bb)	2009	04	27	Failure to Get Construction Permits	2009-05-01
(cc)	2007	06	21	Issuing Clear Resale	2007-08-22
(dd)	2007	06	21	Newsletter Articles Review and Approval	2007-08-22
(ee)	2007	06	21	Non-Compliance with Building Policies	2007-08-22
(ff)	2006	03	26	Additions to the Building Packet	Not Filed
(gg)	2005	11	01	Abandoned and Inoperable Vehicles	2006-01-05
(hh)	2005	09	06	All Rights of Way	2006-01-05

	<u>Policy Date</u>			<u>Policy Title</u>	<u>Date Filed</u>
(ii)	2005	06	02	Revoking Dog Policy	2006-01-05
(jj)	2005	06	02	Lakeside Park Boat Launch Facility	2006-01-05
(kk)	2004	07	14	Enforcement of Deed Restrictions Thru Building Permits and Compliance Inspections	2004-07-23
(ll)	2004	07	14	Appointment of a Candidate	2004-07-23
(mm)	2004	05	13	Lakeside Park Boat Launch Facility	2004-07-23
(nn)	2004	02	25	Enforcement of Deed # Thru Building Permits and Compliance Inspections	2004-02-25
(oo)	2004	02	25	Appointment of a Candidate	2004-02-25
(pp)	2004	02	25	Modular Home Policy	2004-02-25
(qq)	2004	02	25	Use of Community Hall by Charitable Organizations	2004-02-25
(rr)	2003	11	20	Policy Regarding Dogs	2003-11-25
(ss)	2003	11	20	Noxious and Offensive Trade and Activity	2003-11-25
(tt)	2003	11	20	Policy Regarding Street Numbers	2003-11-25
(uu)	2003	11	07	Minimum Square Footage	Not Filed
(vv)	2003	10	29	Fences and Walls	2004-02-25 2003-11-25
(ww)	2003	10	29	Enforcement of Deed Restrictions thru Building Permits and Compliance Inspections	2003-11-25
(xx)	2003	10	01	Warnings and Fines for Deed Restriction Violations	Not Filed
(yy)	2002	05	14	Modular Home Policy	2002-05-16
(zz)	2001	06	20	Modular Home Policy	2001-06-22
(aaa)	2001	06	20	Noncompliance of Trash Removal Services	2001-06-22
(bbb)	2001	03	07	Examining and Copying of Records	2001-03-28

3. Amendment of Individual Policies

The individual Policies set forth herein are Policies that may be amended, individually or together, by the Board by way of a majority vote of a quorum of the Board.

Definitions and Interpretation

1. Definitions¹

ARC Application has the meaning in Section 3.1 of Policy 3: Building Plans Policy.

Assessment Delinquency has the meaning in Section 2.1 of Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy.

Association means Apache Shores Property Owners Association, Inc.

Association Complex has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Authorized Transferee has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Board means the Board of Directors of the Association.

Club Apache Amenities has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Community Amenities has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Director means a director on the Board of Directors.

Hearing Officer means the Director or Officer acting as the presiding hearing officer at the violation hearing described in Section 3 of Policy 1: Restrictions Enforcement Policy.

Member means a member of the Association.

Officer means an officer of the Association.

Open Access Amenities has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Parking Lots has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Parking Permit has the meaning in Section 2.1 of Policy 2: Amenities Policy.

Payment Plan Administrative Charges has the meaning in Section 2.2 of Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy.

Payment Plan Agreement has the meaning in Section 2.1 of Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy.

Payment Plan Default Period has the meaning in Section 2.5 of Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy.

Repayment Schedule has the meaning in Section 2.3 of Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy.

Requesting Party has the meaning in Section 2 of Policy 5: Records Production and Copying Policy.

Secretary means the Secretary of the Association.

Shared Amenities has the meaning in Section 2.1 of Policy 3: Amenities Policy.

2. Interpretation

In the event of a conflict between the Community Manual and the Declaration of Restrictions for each Section of Apache Shores, the Declaration of Restrictions shall prevail. To the extent any provision within this Community Manual is in conflict with Chapter 209 of the Texas Property Code (the Texas Residential

¹ The definitions are taken from the relevant Policies included in this Community Manual and are included here for ease of reference.

Property Owners Protection Act) or any other law, such provision shall be modified to comply with the Act or any other applicable law.

Policy 1: Restrictions Enforcement Policy

1. Purpose

Under the Articles of Incorporation, the purpose of the Association, in part, is to enforce, supervise, put into effect, and otherwise carry out the restrictions pertaining to lots situated in Apache Shores. The Declaration of Restrictions for each Section of Apache Shores contains certain restrictions applicable to the lots. The purpose of this Restrictions Enforcement Policy is to establish the policy for the enforcement of the restrictions.

2. Violation Notice

The Association's written violation notice will contain the following: (a) the date the violation notice is prepared or mailed, (b) a description of the violation, (c) a description of the action required to remedy the violation, (d) a statement that the Member is entitled to a reasonable time to cure the violation and the timeframe in which the violation is required to be cured (if the violation is of a curable nature and does not pose a threat to public health or safety and if no prior notice was sent in the six-month period preceding the date of the violation notice), (e) a statement that not later than the 30th day after the date of the violation notice, the Member may request a hearing before the Board to contest the violation, and (f) a notice that the Member may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act if the Member is serving on active military duty.

3. Violation Hearing

3.1. Request

A Member may request in writing a hearing before the Board to contest the violation notice. To request a hearing before the Board, the Member must submit a written request to the Association's manager within 30 days after the date of the violation notice. If a Member intends to make an audio recording of the hearing, such Member's request for hearing shall include a statement noticing the Member's intent to make an audio recording of the hearing, otherwise, no audio recording may be made, unless otherwise approved by the Board.

3.2. Schedule

Within 15 days after the Member's request for a hearing, the Association will give the Member at least 10 days' advance notice of the date, time and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Member to attend.

3.3. Hearing

If the hearing is held during a Board meeting, the hearing will be held during the executive session of the Board meeting. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Member may attend the hearing in person, or may be represented by another person or written communication.

3.4. Agenda

Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the following agenda.

3.4.1. Introduction

Hearing Officer: "The Board has convened for the purpose of hearing an appeal by [Member] from a determination by the Association that such Member is in violation of the restrictive covenants applicable to his or her or its property. The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve

the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within 15 days.”

3.4.2. Presentation of Facts

Hearing Officer: “This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation. After the Association’s representative has finished his or her presentation, the Member or his or her or its representative will be given the opportunity to present photographs or other material relevant to the violation. The Board may ask questions during either party’s presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association’s representative.”

[Conduct Presentations]

3.4.3. Discussion

Hearing Officer: “This portion of the hearing is to permit the Board and the Member to discuss factual disputes relevant to the violation. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.”

3.4.4. Resolution

Hearing Officer: “This portion of the hearing is to permit discussion between the Board and appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.”

If no settlement is agreed upon, the Hearing Officer may (a) request that the Board enter into executive session to discuss the matter; (b) request that the Board take the matter under advisement and adjourn the hearing; or (c) advise the appealing party of the Board’s decision and adjourn the hearing.

3.5. Minutes

The minutes of the hearing must contain a statement of the results of the hearing. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Member appears at the hearing, the notice requirements will be deemed to be satisfied.

4. Alternative Dispute Resolution; Litigation

The Association and the Member may use alternative dispute resolution services if agreed by the Association and Member. If the violation remains uncured, the Association may file suit against the Member to enforce the restrictions.

Policy 2: Amenities Policy

1. Purpose

Under the Articles of Incorporation, the purpose of the Association, in part, is to own and operate and maintain facilities and roadways in Apache Shores. The purpose of this Amenities Policy is to establish the policy by which Members may use Community Amenities.

2. General

2.1. Definitions

Association Complex means the area located at 14919 General Williamson Drive, which is approximately seven acres of land that currently houses the (a) Association office, (b) Disc Golf Course, (c) Volleyball Court, (d) Soccer Field, (e) Community Hall, (f) Pool, and (g) Sport Courts (Tennis and Basketball).

Authorized Transferee means the tenant who has rights to Community Amenities after transfer of the rights by a Member.

Club Apache Amenities means the (a) Boat Ramp, (b) Community Hall, (c) Pool, and (d) Sport Courts (Tennis and Basketball).

Community Amenities means any area owned by the Association.

Open Access Amenities means the (a) Disc Golf Course, (b) Indian Creek Hiking Trail, (c) Volleyball Court, and (d) Soccer Field.

Parking Lots means the parking lots located at the (a) Lakeside Park, (b) Geronimo Children's Park, (c) Hiking Trail, and (d) Association Complex).

Parking Permit means the parking permits required for the Parking Lots.

Shared Amenities means the (a) Lakeside Park and (b) Geronimo Children's Park.

2.2. Categories

The Community Amenities are divided into four categories: (a) Shared Amenities, (b) Open Access Amenities, (c) Club Apache Amenities, and (d) Parking Lots.

2.3. Release and Waiver

ANY MEMBER, AUTHORIZED TRANSFEREE, OTHER USER, AND THEIR GUESTS, AND ANY OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, OR ENTERS THE COMMON AREA, COMMUNITY AMENITIES (INCLUDING THE SHARED AMENITIES, OPEN ACCESS AMENITIES, CLUB APACHE AMENITIES, AND PARKING LOTS), TRAILS, DRIVEWAYS, AND ROADWAYS, DOES AT HIS OR HER OR ITS OWN RISK. SUCH USE OR ACCESS IS CONDITIONED UPON THE AGREEMENT THAT THE ASSOCIATION, THE BOARD, MANAGEMENT STAFF, AND ANY EMPLOYEES, REPRESENTATIVES, AGENTS, ARE HELD HARMLESS AND RELEASED FROM ALL LOSSES, CLAIMS, PROPERTY DAMAGE, OR PERSONAL INJURY ARISING FROM OR RELATED TO USE OF THE COMMON AREA, COMMUNITY AMENITIES (INCLUDING THE SHARED AMENITIES, OPEN ACCESS AMENITIES, CLUB APACHE AMENITIES, AND PARKING LOTS), TRAILS, DRIVEWAYS, AND ROADWAYS.

2.4. Rules

Except for exemptions approved by the Board, the following rules are applicable to all Community Amenities.

- (a) A Member or its Authorized Transferee must accompany guests at all times and remains responsible for the conduct of all of its guests while using Community Amenities.
- (b) Hours of use are from dawn until 10:00 pm except for the Lakeside Park and Community Hall.
- (c) Use of the Community Amenities is at the risk of Members and/or Authorized Transferees.
- (d) No destructive activities.
- (e) No glass containers.
- (f) No large or dangerous items, including inflatables (e.g., bounce castles), stage equipment, electric lights, and torches, are allowed.
- (g) No property may be stored temporarily or permanently on common areas.
- (h) All trash and pet waste must be put in trash receptacles (if available) or removed and put in personal trash receptacles.
- (i) No illegal activities, including disorderly conduct, are permitted.
- (j) Dogs without rabies vaccinations and “dangerous dogs” as defined under Chapter 822 of the Texas Health and Safety Code are not permitted.
- (k) All Community Amenities will be cleaned and restored to their original condition after use.
- (l) No Community Amenity will be closed for private use except for the Community Hall (e.g., Geronimo Children’s Park will not be closed for a child’s birthday party).
- (m) No Community Amenity will be used for commercial use (directly or indirectly for financial gain), paid activities or open to the general public.

2.5. Electronic Key

One electronic key (i.e. access card or key fob) will be provided by the Association for access to the Lakeside Park (this electronic key will also be used for access to the Club Apache Amenities after payment of applicable fees). Each additional electronic key will be subject to the payment of a fee set by the Board. Replacements for lost or damaged electronic keys may be purchased from the Association for a fee as set by the Board and such lost or damaged electronic keys will have access terminated. If a property is sold or if a Member transfers its rights to an Authorized Transferee, all previous access will be terminated and such rights will be transferred to the new Member or Authorized Transferee. No Member or Authorized Transferee will be granted more than two active electronic keys at any given time.

2.6. Authorized Transferee

To transfer his, her or its rights to an Authorized Transferee, a Member must complete the form provided by the Association. By transferring this right to access the Community Amenities, such Member is giving up all of its rights to the Community Amenities. Such rights will be transferred in their entirety as there will be no shared access to the Community Amenities.

3. Shared Amenities

3.1. Fees

No fee will be charged for use of the Shared Amenities (*the (a) Lakeside Park and (b) Geronimo Children’s Park*).

3.2. Description, Use and Rules

Shared Amenities are subject to the Declaration of Covenants and Easements for Shared Facilities.

3.2.1. Lakeside Park

The Lakeside Park is located on the eastern end of Long Bow Road and is approximately 3.5 acres of park land along Lake Austin with approximately 560 feet of shoreline. Except for exemptions approved by the Board, the following additional rules apply to the Lakeside Park:

- (a) No children under the age of 16 are allowed in the Lakeside Park at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (b) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Lakeside Park and termination of the electronic key.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) No feeding animals.
- (e) No loitering.
- (f) No hunting.
- (g) No cooking or fires except in the provided grills.
- (h) No camping.
- (i) Do not disturb natural landscapes and be cautious of plants and wildlife in their native habitat.
- (j) Monday through Thursday, dogs are required to be on leashes or under control at all times. Dogs are not permitted Friday through Sunday.

3.2.2. Geronimo Children's Park

Geronimo Children's Park is an approximately a one-acre parcel of land located at 2619 Geronimo Trail. Except for exemptions approved by the Board, the following additional rules apply to Geronimo Children's Park:

- (a) Only children are permitted on the playground equipment.
- (b) No children under the age of 12 are allowed in the Geronimo Children's Park at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) No feeding animals.
- (e) No loitering.
- (f) No hunting.
- (g) No cooking or fires except in the provided grills.
- (h) No camping.
- (i) Do not disturb natural landscapes and be cautious of plants and wildlife in their native habitat.
- (j) Monday through Thursday, dogs are required to be on leashes or under control at all times. Dogs are not permitted Friday through Sunday.

4. Open Access Amenities

4.1. Fees

No fee will be charged for use of the Open Access Amenities (*the (a) Disc Golf Course, (b) Indian Creek Hiking Trail, (c) Volleyball Court, and (d) Soccer Field*).

4.2. Description, Use and Rules

4.2.1. *Disc Golf Course*

The Disc Golf Course is a disc golf course located partly in the Association Complex. It is available on a first come, first serve basis. Except for exemptions approved by the Board, the following additional rules apply to the Disc Golf Course:

- (a) Non-players and spectators have right-of-way.
- (b) No children under the age of 12 are allowed on the Disc Golf Course at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) Monday through Thursday, dogs are required to be on leashes or under control at all times. Dogs are not permitted Friday through Sunday.

4.2.2.Hiking Trail

The Hiking Trail is just shy of one-half mile and runs along Indian Creek. The trailhead is located at 2812 Geronimo Trail. The Hiking Trail winds back and forth across the creek from Geronimo Trail to Indian Creek Road. The Hiking Trail is on 11.25 acres of Association land with a diverse array of riparian trees, shrubs, and grasses. Except for exemptions approved by the Board, the following additional rules apply to the Hiking Trail:

- (a) Only use of the designated trail is allowed; leaving the trail is prohibited.
- (b) No children under the age of 12 are allowed on Hiking Trail any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) No motorized vehicles, bicycles or horses are allowed.
- (e) No feeding animals.
- (f) No loitering.
- (g) No hunting.
- (h) No cooking, fires or smoking.
- (i) No camping.
- (j) Do not disturb natural landscapes and be cautious of plants and wildlife in their native habitat.
- (k) Monday through Thursday, dogs are required to be on leashes or under control at all times. Dogs are not permitted Friday through Sunday.

4.2.3.Volleyball Court

The Volleyball Court is located at the Association Complex. It is available on a first come, first serve basis. Except for exemptions approved by the Board, the following additional rules apply to the Volleyball Court:

- (a) Do not move or alter the nets.
- (b) No children under the age of 12 are allowed on the Volleyball Court at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) No pets are permitted.

4.2.4.Soccer Field

The Soccer Field is located at the Association Complex. It is available on a first come, first serve basis. Except for exemptions approved by the Board, the following additional rules apply to the Soccer Field:

- (a) Do not move or alter the goals.
- (b) No children under the age of 12 are allowed on the Soccer Field at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) Monday through Thursday, dogs are required to be on leashes or under control at all times. Dogs are not permitted Friday through Sunday.

5. Club Apache Amenities

5.1. Fees

Payment of the membership fee set by the Board is required for Club Apache Amenities (*the (a) Boat Ramp, (b) Community Hall, (c) Pool, and (d) Sport Courts (Tennis and Basketball)*). In addition, payment of a fee for the individual Club Apache Amenities set by the Board is also required. A Parking Permit will be provided for each Member paying the membership fee at no additional cost.

5.2. Description, Use and Rules

5.2.1. Boat Ramp

The Boat Ramp is on the southeast end of the Lakeside Park and is suitable for launching up to 25-foot boats onto Lake Austin. To obtain a permit, a Member and/or Authorized Transferee must complete a form, including a release and indemnity agreement, and present the following: (a) a valid photo identification, (b) proof of TPWD registration, (c) trailer license number, and (d) payment in the amount set by the Board for the permit. The valid photo identification and TPWD registration must match the name of the Member and/or Authorized Transferee. To obtain a temporary permit, a Member and/or Authorized Transferee must complete a form with the documents identified above and the number of days for the permit (no more than seven consecutive days is permitted). The number of temporary permits is limited to four per year per Member. Except for exemptions approved by the Board, the following additional rules apply to the Boat Ramp:

- (a) All vehicles of Members or Authorized Transferees launching watercraft must have an official permit affixed to the driver side of the trailer tongue. All guests of Members or Authorized Transferees must have an official temporary permit on the dashboard of the driver's side of the vehicle in plain-view. **If the permit is not displayed as required, the vehicle and/or trailer are subject to towing.**
- (b) All watercraft must be mechanically sound and in good operating condition.
- (c) All watercraft must be launched and removed from one half hour before dawn and before 10:00 pm.
- (d) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Boat Ramp and termination of the electronic key.

5.2.2. Community Hall

The Community Hall is located at the Association Complex. It consists of approximately 3000 square feet of space and includes a kitchen area and two restrooms. To use the Community Hall, a Member and/or Authorized Transferee must complete a form, including a release and indemnity agreement, and pay the rental fee and security deposit set by the Board. The key for the Community Hall may be returned in the secured mailbox or to the designated Association agent. Except for exemptions approved by the Board, the following additional rules apply to the Community Hall:

- (a) Hours of availability are from 8:00 am until midnight. For events extending past midnight, there is an additional rental fee and/or rental privileges may be lost. No noise after 10:00 pm.
- (b) Number of guests is limited to 100.
- (c) No smoking is allowed.
- (d) No pets are permitted.
- (e) No fees or charges may be imposed or collected from guests; donations and gifts are acceptable.
- (f) All lights, fans, and HVAC units must be turned off at the end of the rental.

- (g) Cleaning of the Community Hall must be completed immediately after the time of use, which includes the following (all cleaning supplies and trash bags must be supplied by the renter):
 - 1) Chairs and tables must be clean, folded and stacked in the storeroom.
 - 2) Floors must be swept, mopped and cleaned.
 - 3) Doors and walls must be wiped cleaned.
 - 4) Restrooms, including the mirror, sink and toilets, must be cleaned.
 - 5) Kitchen area, including the refrigerator and microwave, must be cleaned (inside and out).
 - 6) All party decorations must be taken and removed (attach items with masking tape only to avoid damage to the walls and ceilings).
- (h) Any costs incurred by the Association to clean or repair the premises as the result of the rental of the Community Hall by the Member will be the responsibility of the Member and deducted from the security deposit.

5.2.3.Pool

The Pool is a 25' by 60' swimming pool with pool house located at the Association Complex. To use the Pool, a Member and/or Authorized Transferee must complete a form, including a release and indemnity agreement. Except for exemptions approved by the Board, the following additional rules apply to the Pool:

- (a) No children under the age of 16 are allowed in the Pool at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (b) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Pool and termination of the electronic key.
- (c) Only five guests per Member and/or Authorized Transferee.
- (d) No pets are permitted.
- (e) Only proper swimming attire may be worn in the Pool.
- (f) Double swim diapers must be worn by children who have not been completely potty trained.
- (g) Swimming with an open sore or a communicable disease is prohibited.
- (h) No running, roughhousing, general horseplay, diving, or conduct that will endanger the safety of others is allowed.

5.2.4.Sport Courts (Tennis and Basketball)

The Sport Courts are located at the Association Complex. The Sports Courts are available on a first come, first serve basis. To use the Sport Courts, a Member and/or Authorized Transferee must complete a form, including a release and indemnity agreement. Except for exemptions approved by the Board, the following additional rules apply to the Sport Courts:

- (a) Do not move or alter the nets or goals.
- (b) No children under the age of 12 are allowed on the Sport Courts at any time unless accompanied by a parent, guardian, or responsible person over the age of 18.
- (c) The gate must remain closed at all times. Tampering with the gate or fence will result in immediately being ejected from the Sport Courts.
- (d) Only five guests per Member and/or Authorized Transferee.
- (e) Only soft-soled, non-scruff athletic shoes may be worn on the Sport Courts.
- (f) No pets, bikes, skates, skateboards or scooters are permitted.

6. Parking Lots

6.1. Fee

Payment of a fee is required for a Parking Permit for use of the Parking Lots (*the (a) Lakeside Park, (b) Geronimo Children's Park, (c) Hiking Trail, and (d) Association Complex*).

6.2. Description and Use

Except for visitors to the office and guests of the Community Hall, display of a Parking Permit is required for the Parking Lots. Each Parking Permit is renewed on an annual basis for the amount set by the Board.

Policy 3: Building Plans Policy

1. Purpose

Under the Articles of Incorporation, the purpose of the Association, in part, is to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to Apache Shores. The Declaration of Restrictions for each Section of Apache Shores requires that all building plans are subject to approval of the Association. The purpose of this Building Plans Policy is to establish a policy for approval of building plans by the Association.

2. Architectural Review Committee

The Association has established the Architectural Review Committee or ARC to determine if the building plans comply with the Declaration of Restrictions.

3. Procedure

3.1. Submittal Requirements

There are two applications for approval of building plans (collectively, the “ARC Application”).

3.1.1. New Home

For approval of building plans for the construction of a new home, including new home (site built), modular home (industrialized housing), relocated home (move-on), and manufactured/mobile home, a Member must submit the Architectural Review Committee Approval Application – New Home along with the following documents:

- (a) A plan showing the location and dimensions of the existing and proposed improvements.
- (b) Design and engineering document(s).
- (c) Permit(s), release(s) and statement(s) issued by governmental entity(ies), including: (1) Travis County Permits (Basic Development, Driveway in ROW, On-Site Sewage Facility), (2) Travis County Water Control Improvement District 17 Permits, (3) City of Austin Permits, (4) Travis County Easement Release, and (5) Texas Department of Housing and Community Affairs Statement of Ownership.

3.1.2. Other

For approval of building plans for the construction or modification of anything other than new homes, including room/garage addition, septic, fence, walkway, driveway, irrigation, solar panel, rainwater collection, deck or patio, pool, storage/accessory building, and playscape, a Member must submit the Architectural Review Committee Approval Application – Other form along with the following documents:

- (a) A plan showing the location and dimensions of the existing and proposed improvements.
- (b) Design and engineering document(s).
- (c) Permit(s), release(s) and statement(s) issued by governmental entity(ies), including: (1) Travis County Permits (Basic Development, Driveway in ROW, On-Site Sewage Facility), (2) Travis County Water Control Improvement District 17 Permits, (3) City of Austin Permits, (4) Travis County Easement Release, and (5) Texas Department of Housing and Community Affairs Statement of Ownership.

3.2. Approval Process

3.2.1. Timeline

The ARC will give final approval or disapproval of the ARC Application within 15 days from the date of the submission of a complete ARC Application. An ARC Application will not be deemed to be complete

until all of the documents and information set forth in Section 3.1 has been provided to the ARC. If the ARC finds a submittal to be in compliance with the Declarations, the ARC will complete the approval on page 2 of the ARC Application. Any delay in approval or disapproval shall not be construed as a waiver of the right to review and approve/disapprove an ARC Application.

3.2.2. Approval Period

The valid approval period begins with the commencement of construction and is valid for six months in accordance with the Declaration of Restrictions for each Section. Construction must be completed in accordance with the approval within the valid approval period. To confirm construction was completed in the approval period, the Member will submit:

- (a) for new homes, all inspection(s) completed by governmental entity(ies), including inspections from (as applicable): (1) Travis County, (2) Travis County Water Control Improvement District 17, and (3) City of Austin.
- (b) for anything else, all inspection(s) completed by governmental entity(ies), including inspections from (as applicable): (1) Travis County, (2) Travis County Water Control Improvement District 17, and (3) City of Austin.

3.2.3. Limitations

Approval of the ARC Application does not give a Member the right to enter upon the property of any other owner or the common area in order to perform the construction contemplated in the approval.

3.3. Member/Builder Responsibilities

3.3.1. Declaration

All improvements must be constructed in accordance with the Declarations applicable to the Section in which the property is located. The Declarations are available on the community website.

3.3.2. Adjacent Lots

Use of an adjacent lot for residential purposes is in accordance with Section 209.015 of the Texas Property Code.

3.3.3. Laws

All improvements must be constructed in accordance with the laws, rules, regulations and building codes of governmental authorities having jurisdiction.

3.3.4. Public Utility Easements

A Member is solely responsible for ensuring that proposed improvements do not encroach upon a public utility easement located on the Property. In the event an improvement encroaches upon a public utility easement located on the property and a public utility provider requires access to such easement, such Member may be required to remove such improvements to the extent they encroach upon or interfere with the use of the public utility easement.

Policy 4: Document Retention Policy

1. Purpose

The purpose of this Document Retention Policy is to comply with Section 209.005(m) of the Texas Property Code, which provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209.005(m) of the Texas Property Code.

2. Document Retention

Books and records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for compliance with the document retention periods set forth in this Document Retention Policy. Records that are no longer required, or that have satisfied their recommended period of retention, may be destroyed in an appropriate manner.

The Secretary is responsible for ensuring that the Association's books and records are identified, retained, stored, protected, and subsequently disposed of in accordance with the guidelines set forth in this Document Retention Policy. Books and records that are required to be retained pursuant to this Document Retention Policy may be scanned and maintained in electronic format.

3. Document Retention Periods

The following books and records are to be retained by the Association for the retention periods specified below:

<u>Record Type:</u>	<u>Retention Period:</u>
Articles of Incorporation or the Certificate of Formation, Bylaws, Declarations, and any and all other governing documents, guidelines, rules, regulations and policies, and all amendments thereto	Permanently
Financial books and records	7 years
Account records of current Members	5 years
Contracts with a term of one (1) year or more	4 years after the expiration of the contract term
Minutes of Board and Membership meetings	7 years
Tax returns and audit records	7 years

Policy 5: Records Production and Copying Policy

1. Purpose

The purpose of this Records Production and Copying Policy is to comply with Section 209.005(i) of the Texas Property Code, which requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of information requested by a Member in accordance with terms of Section 209.005 of the Texas Property Code.

2. Books and Records Subject to Production

2.1. Generally

Subject to the terms of this Records Production and Copying Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Texas Property Code (the "Requesting Party"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

2.2. Attorney's Files and Records

Except as provided by Section 209.005(d) of the Texas Property Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall 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. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

2.3. Confidential Records

In accordance with the provisions of Section 209.005(k) of the Texas Property Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Texas Property Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his, her or its address, or information related to an employee of the Association, including personnel files.

3. Procedures for Requesting Inspection and/or Copying of Association's Books and Records

3.1. Request for Information

A Requesting Party may submit a written request via certified mail to the Association's mailing address or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association. The written request must include sufficient detail describing the books and records requested and whether the Member desires to inspect or copy the books and records.

3.2. Inspection and/or Copying of the Association's Books and Records

Within 10 business days from receipt of the written request, the Association must either: (a) provide the copies to the Member; (b) provide available inspection dates; or (c) provide written notice that the

Association cannot produce the books and records within the 10 days along with either: (i) another date within an additional 15 days on which the books and records may either be inspected or by which the copies will be sent to the Member; or (ii) after a diligent search, the requested books and records are missing and cannot be located. At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

4. Responsibility for Records Production and Copying Charges

Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Section 70.3 of the Texas Administrative Code Title 1 (and any amendment, modification, update, or increase of such terms). Before providing the requested books and records, the Association will require that the Member remit such estimated amount to the Association. The Association will provide a final invoice to the Member on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the Requesting Party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Member, may be added to the Member's account as an assessment. If the estimated costs exceeded the final invoice amount, the Member is entitled to a refund, and the refund shall be issued to the Member not later than the 30th business day after the date the final invoice is sent to the Member.

Policy 6: Payment Plan Guidelines and Application of Payment Schedule Policy

1. Purpose

The purpose of this Payment Plan Guidelines and Application of Payment Schedule Policy is to comply with Section 209.0062 of the Texas Property Code, which requires the Association to adopt reasonable guidelines that establish an alternative payment schedule by which a Member may make partial payment to the Association for delinquent assessments or any other amount owed to the Association without accruing additional monetary penalties.

2. Payment Plan Guidelines

2.1. Eligibility for Payment Plan

Subject to the terms of this Payment Plan Guidelines and Application of Payment Schedule Policy, a Member who is delinquent in the payment of any assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (the "Assessment Delinquency"), shall be entitled to enter into a payment plan agreement with the Association that allows such Member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (a "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with the terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Texas Property Code. Notwithstanding the foregoing, or any provision herein to the contrary, a Member shall be ineligible to pay his, her or its Assessment Delinquency under a Payment Plan Agreement if such Member has failed to honor the terms of a previous Payment Plan Agreement.

2.2. Payment Plan Administrative Charges

In addition to the Assessment Delinquency, a Member who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the Member's compliance with the Payment Plan Agreement (collectively, the "Payment Plan Administrative Charges").

2.3. Available Payment Plan Schedules

The Association has established three alternative installment payment plan schedules (a "Repayment Schedule"). Any Member who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to select from any of the Repayment Schedules that he or she or it qualifies for, which shall be based on the total amount of the Assessment Delinquency owed by the Member at the time of the Payment Plan Schedule is entered into. The three available Repayment Schedules are as follows:

2.3.1. Four-Month Repayment Schedule

Any Member who owes the Association an Assessment Delinquency totaling \$400 or less shall be qualified to select the Four-Month Repayment Schedule. Under the Four-Month Repayment Schedule, the Member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges, in equal monthly installments over a period of four months.

2.3.2. Eight-Month Repayment Schedule

Any Member who owes the Association an Assessment Delinquency totaling \$401 to \$800 shall be qualified to select the Eight-Month Repayment Schedule. Under the Eight-Month Repayment Schedule, the Member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges, in equal monthly installments over a period of eight months.

2.3.3. Twelve-Month Repayment Schedule

Any Member who owes the Association an Assessment Delinquency totaling \$801 or more shall be qualified to select the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the Member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges, in equal monthly installments over a period of 12 months.

2.4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the Member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of Assessment Delinquency owed to the Association as of the date of the Payment Plan Agreement, the total amount of Payment Plan Administrative Charges to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule.

2.5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable to the Association on or before the first day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement, and the obligation to pay each monthly payment on or before the first day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due date thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event, all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the Member shall be considered in default of the Payment Plan Agreement until he or she or it pays the full amount of the accelerated Assessment Delinquency and Payment Plan Administrative Charges subject to the Payment Plan Agreement to the Association (the "Payment Plan Default Period"). In addition, the defaulting Member shall be liable for all costs of collection, including attorney fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting Member to the Association under such Payment Plan Agreement. Any payments received by the Association from a Member who is in default under a Payment Plan Agreement with the Association during a Payment Plan Default Period shall be applied to Member's debt or account in the following order of priority:

- (a) Any attorney fees or third-party collection costs incurred by the Association in connection with the collection of the Member's debt;
- (b) Any other fees and expenses reimbursable to the Association in connection with the collection of the Member's debt;
- (c) Any past-due delinquent assessments (beginning with the oldest);
- (d) Any current assessments; and
- (e) Any other amounts owed to the Association.

3. Application of Payment Schedule

In accordance with the terms of Section 209.0063 of the Texas Property Code, except for payments made to the Association by Members who are in default under a Payment Plan Agreement with the Association (as provided above), a payment received by the Association from a Member shall be applied to the Member's account in the following order of priority:

- (a) Any delinquent assessment (beginning with the oldest);
- (b) Any current assessments;

- (c) Any attorney fees or third-party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- (d) Any attorney fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- (e) Any other amounts owed to the Association.