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Friars Creek

Homeowners' Association, Inc.

A Texas Nonprofit Property Owners' Association
[pursuant to Texas Property Code, Section 209.0062]

Policy Manual

Effective August 1, 2021

Adopted July 30, 2021
By Unanimous Vote of the Board of Directors

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

POLICY MANUAL

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**FRIARS CREEK
HOMEOWNERS' ASSOCIATION, INC.**

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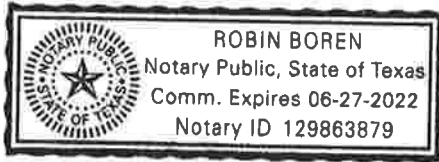
I, certify that I am duly elected, qualified and acting as the Secretary of the Friars Creek Homeowners' Association, Inc, a Texas non-profit corporation, and this is a true and correct copy of the Friars Creek Homeowners' Association, Inc. Policy Manual unanimously adopted by the Association Board of Directors.


James I. Howe, Secretary

Date

7.30.2021

This instrument was acknowledged before me on July 30, 2021 by **James I. Howe**, in his capacity as Secretary of **Friars Creek Homeowners' Association, Inc.**, a Texas nonprofit homeowners' association, on behalf of said homeowners' association.





Notary Public Signature

This document is cross referenced with the **Declaration of Covenants, Conditions and Restrictions of Friars Creek Landing Addition**, a subdivision in Bell County, Texas, filed of record **Document #2021038314** of the Official Public Records of Real Property of Bell County, Texas.

Friars Creek

HOA Policy Manual

GENERAL. Association Directors, during a June 30, 2021, meeting of the Association Board of Directors, adopted this Policy Manual effective July 1, 2021.

- A. PURPOSE.** Friars Creek Landing Homeowners' Association ("HOA") was organized to provide necessary and appropriate tools for self-governance and to maintain an orderly and beautiful community.
- B. AUTHORITY.** Association governing documents authorize the HOA board of directors ("Board") to adopt policy on matters not covered by the Declaration or Protective Covenants or subsequently determined needed for community welfare. Policy provides guidance to present and future property owners, residents, and the Board and Manager.
- C. TERMS.** Terms used but not defined herein shall have the meaning subscribed to such terms in the Declaration of Covenants, Conditions and Protective Covenants, and Bylaws.
- D. AMENDMENT.** The Board is authorized to apply, enforce, amend, or expand HOA Policy to adjust to changing conditions. Any policy conflicting with local, state, or federal law, will not be enforced but shall not invalidate any other provision of the policy manual.
- E. APPEAL.** Owners may appeal Board, Manager, and Architectural Review Committee decisions. Appeals are made and conducted according to Article 6. Hearing Before the Board Policy.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1. SOLAR ENERGY DEVICE and ENERGY EFFICIENT ROOFING POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar energy devices or energy efficient roofing on a residential lot. The Board and or the Architectural Review Committee (the "ARC"), under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. DEFINITIONS AND GENERAL PROVISIONS:

1. Solar Energy Device Defined: A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated energy. The term includes a mechanical or chemical device that can store solar generated energy for use in heating, cooling or in the production of power.
2. Energy Efficiency Roofing Defined: As used in this policy, "Energy Efficiency Roofing" means shingles that are designed primarily to be wind and hail resistant. They provide heating and cooling efficiencies greater than those provided by customary composite shingles or provide solar generation capabilities.
3. Architectural Review Approval Required: Approval by the Architectural Review Committee (the "ARC"), under the Declaration is required prior to installing a solar energy device or energy efficient roofing. Written application is required which may be obtained via the Association's website. The ARC is not responsible for:
 - a. Errors in or omissions in the application submitted to the ARC for approval.
 - b. Supervising installation or construction to confirm compliance with an approved application.
 - c. The compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS:

During any development period under the terms and provisions of the Declaration, the ARC established under the Declaration need not adhere to the terms and provisions of this Solar Energy

Device Policy and may approve, deny, or further restrict the installation of any solar energy device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition, and marketing of the community.

1. Approval Application: To obtain ARC approval of a solar energy device, the Owner shall provide the ARC with the following information:
 - a. The proposed installation location of the solar energy device.
 - b. A description of the solar energy device, including the dimensions, manufacturer and photograph or other accurate depiction.
 - c. A solar application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the solar application.
2. Approval Process: The decision of the ARC will be made within a reasonable time or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ARC will approve a solar energy device if the solar application complies with Section B3 below UNLESS the ARC makes a written determination that placement of the solar energy device, despite compliance with Section B3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ARC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Each Owner is advised that if the solar application is approved by the ARC, installation of the solar energy device must:
 - a. Strictly comply with the solar application.
 - b. Commence within thirty (30) days of approval.
 - c. Be diligently prosecuted to completion.

If the Owner fails to cause the solar energy device to be installed in accordance with the approved solar application, the ARC may require the Owner to:

- d. Modify the solar application to accurately reflect the solar energy device installed on the property.

- e. Remove the solar energy device and reinstall the device in accordance with the approved solar application.

Failure to install a solar energy device in accordance with the approved solar application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ARC to resubmit a solar application or remove and relocate a solar energy device in accordance with the approved solar application shall be at the Owner's sole cost and expense.

3. Approval Conditions: Unless otherwise approved in advance and in writing by the ARC, each solar application, and each solar energy device to be installed in accordance therewith must comply with the following:

- a. The solar energy device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot.
- b. If the solar energy device will be located on the roof of the residence, the ARC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the solar energy device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%), above the energy production of the solar energy device if installed in the location designated by the ARC. If the Owner desires to contest the alternate location proposed by the ARC, the Owner should submit information to the ARC which demonstrates that the Owner's proposed location meets the foregoing criteria.
- c. The solar energy device may not extend higher than or beyond the roofline.
- d. The solar energy device must conform to the slope of the roof and the top edge of the solar device must be parallel to the roofline.
- e. The color of the frame, support brackets, visible piping or wiring associated with the solar energy device must match the roofing material color as closely as possible, as reasonably determined by the ARC.
- f. If the solar energy device will be in the fenced area of the Owner's lot or patio, no portion of the solar energy device may extend above the fence line.

C. ENERGY EFFICIENT ROOFING:

The ARC will not prohibit an Owner from installing energy efficient roofing provided that the energy efficient roofing shingles:

1. Resemble the shingles used or otherwise authorized for use within the community.
2. Are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use within the community.
3. Match the aesthetics of adjacent property.

An owner who desires to install energy efficient roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the ARC to confirm the criteria set forth in the previous paragraph.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 2 RAINWATER HARVESTING SYSTEM POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and or the Architectural Review Committee (the "ARC"), under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. ARCHITECTURAL REVIEW APPROVAL:

1. Approval Required: Approval by the ARC is required prior to installing rain barrels or rainwater harvesting system on a residential lot. The ARC is not responsible for:
 - a. Errors or omissions in the application submitted to the ARC for approval.
 - b. Supervising installation or construction to confirm compliance with an approved application.
 - c. The compliance of an approved application with governmental codes and ordinances, state, and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS:

1. Approval Application: To obtain ARC approval of a rainwater harvesting system, the Owner shall provide the ARC with the following information:
 - a. The proposed installation location of the rainwater harvesting system.
 - b. A description of the rainwater harvesting system, including the color, dimensions, manufacturer and photograph or other accurate depiction.
 - c. A rain system application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the rain system application.
2. Approval Process: The decision of the ARC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A rain system application submitted to install a rainwater harvesting system on property owned or maintained by the Association or property owned or maintained in common by members of the Association will not be approved. Any proposal to install a rainwater harvesting system on property owned or maintained by the Association or property owned or

maintained in common by members of the Association must be approved in advance and in writing by the Board and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the rain system application is approved by the ARC, installation of the rainwater harvesting system must:

- a. Strictly comply with the rain system application.
- b. Commence within thirty (30) days of approval.
- c. Be diligent to completion.

If the Owner fails to cause the rain system application to be installed in accordance with the approved rain system application, the ARC may require the Owner to:

- d. Modify the rain system application to accurately reflect the rain system device installed on the property.
- e. Remove the rain system device and reinstall the device in accordance with the approved rain system application.

Failure to install a rain system device in accordance with the approved rain system application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ARC to resubmit a rain system application or remove and relocate a rain system device in accordance with the approved rain system shall be at the Owner's sole cost and expense.

3. Approval Conditions: Unless otherwise approved in advance and in writing by the ARC, each rain system application, and each rain system device to be installed in accordance therewith must comply with the following:

- a. The rain system device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ARC.
- b. The rain system device does not include any language or other content that is not typically displayed on such a device.
- c. The rain system device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.
- d. There is sufficient area on the Owner's lot to install the rain system device, as reasonably determined by the ARC.

- e. If the rain system device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ARC may regulate the size, type, shielding of and materials used in the construction of the rain system device.
4. Guidelines for Certain Rain System Devices: If the rain system device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ARC may regulate the size, type, shielding of and materials used in the construction of the rain system device. Accordingly, when submitting a rain device application, the application should describe methods proposed by the Owner to shield the rain system device from the view of any street, common area, or another Owner's property. When reviewing a rain system application for a rain system device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ARC to regulate the size, type, shielding of and materials used in the construction of the rain system device, may not prohibit the economic installation of the rain system device, as reasonably determined by the ARC.

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ARTICLE 3 FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any Federal or other applicable State law. The Board and or the Architectural Review Committee (the "ARC"), under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law as set forth in the Declaration.

A. ARCHITECTURAL REVIEW APPROVAL:

1. Approval Not Required: In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1), flag with an official insignia of a college or university ("permitted flag"), and permitted to install a flagpole no more than five feet (5'), in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("permitted flagpole"). Only two (2), permitted flagpoles are allowed per residence. A permitted flag or permitted flagpole need not be approved in advance by the ARC under the declaration.
2. Approval Required: Approval by the ARC is required prior to installing vertical freestanding flagpoles installed in the front, back, or side yard area of any residential lot ("freestanding flagpole"). The ARC is not responsible for:
 - a. Errors or omissions in the application submitted to the ARC for approval.
 - b. Supervising installation or construction to confirm compliance with an approved application.
 - c. The compliance of an approved application with governmental codes and ordinances, state, and federal laws.

B. PROCEDURES AND REQUIREMENTS:

1. Approval Application: To obtain ARC approval of any freestanding flagpole, the Owner shall provide the ARC with the following information:

- a. The location of the flagpole to be installed on the property.
 - b. The type of flagpole to be installed.
 - c. The dimensions of the flagpole.
 - d. The proposed materials of the flagpole.
 - e. A Flagpole application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the flagpole application.
1. Approval Process: The decision of the ARC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Each Owner is advised that if the flagpole application is approved by the ARC, installation of the freestanding flagpole must:
- a. Strictly comply with the flagpole application.
 - b. Commence within thirty (30), days of approval.
 - c. Be diligently prosecuted to completion.

If the Owner fails to cause the freestanding flagpole to be installed in accordance with the approved flagpole application, the ARC may require the Owner to:

- d. Modify the flagpole application to accurately reflect the freestanding flagpole installed on the property.
- e. Remove the freestanding flagpole and reinstall the flagpole in accordance with the approved flagpole application.

Failure to install a freestanding flagpole in accordance with the approved flagpole application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ARC to resubmit a flagpole application or remove and relocate a freestanding flagpole in accordance with the approved flagpole application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions: Unless otherwise approved in advance and in writing by the ARC, permitted flags, permitted flagpoles and freestanding flagpoles, installed in accordance with the flagpole application, must comply with the following:
- a. No more than one (1) freestanding flagpole or two (2) permitted flagpoles are permitted per residential lot, on which only permitted flags may be displayed.
 - b. Any permitted flagpole must be no longer than five feet (5'), in length and any free-standing flagpole must be no more than twenty feet (20'), in height.
 - c. Any permitted flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5').
 - d. The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
 - e. The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements, and setbacks of record.
 - f. Any flagpole 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.
 - g. A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated, or structurally unsafe flagpole must be repaired, replaced, or removed.
 - h. Any flag may be illuminated by no more than one (1), halogen or LED landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property.
 - i. Any external halyard of a flagpole must be secured to reduce or eliminate noise from flapping against the metal of the flagpole.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 4 DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

A. PERMITTED DISPLAY OF RELIGIOUS AND PERSONAL AFFILIATIONS ITEMS. An Owner or resident is permitted to display or affix to the entry of the Owner's or resident dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief or personal affiliation. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

B. GENERAL GUIDELINES. A combination of no more than three Religious or personal affiliation items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided each such item is restricted to not more than 25 square inches (5" x 5" = 25 square inches) in size.

C. PROHIBITIONS:

1. No religious or personal item may be displayed or affixed to a dwelling that:
 - a. Threatens the public health or safety.
 - b. Violates applicable law.
 - c. Contains language, graphics or any display that is patently offensive.
2. No religious or personal item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling.
3. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

D. REMOVAL:

The Association may remove any item which is in violation of the terms and provisions of this Policy.

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ARTICLE 5 FINE AND ENFORCEMENT POLICY

BACKGROUND:

Fine and Enforcement Policy was adopted to provide equitable policy and procedure for the levy of fines within the Association in compliance with the 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 with the applicable law.

Policy: The Association's use of fines is intended to discourage violations and to encourage compliance, not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

- A. OWNER'S LIABILITY: An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees and agents of the Owner and residents regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
- B. AMOUNT: The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable considering the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a fine, at which point the total fine will be capped.
- C. VIOLATION NOTICE: Before levying a fine, the Association will provide the Owner a written Violation Notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain:
1. Date the violation notice is prepared or mailed.
 2. Description of the violation.

3. Reference to the rule or provision being violated.
4. Action required to cure the violation.
5. Time permitted to cure the violation.
6. Fine amount.
7. Statement. “Not later than the thirtieth (30th) day after the date of the violation notice, Owner may request a hearing before the Board to contest the violation.
8. Date the fine attaches or begins accruing, subject to the following:
 - a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific time frame by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in levy of a fine.
 - b. Repeat Violation. For repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six-month time period, the notice will state that because the Owner was given notice and a reasonable opportunity to cure the same or similar violation, but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.
 - c. Continuous Violation: If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the schedule of fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board’s decision and amount of fine and the Owner’s failure and/or refusal to cure as requested.

D. VIOLATION HEARING: An Owner may request a hearing before the Board to contest a fine. To request a Board hearing, the Owner must submit a written request to the Association’s manager (or the Board if there is no manager), within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner’s request for a hearing, the Association will give the Owner at least

fifteen (15) 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 Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person or may be represented by another person or written communication. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any imposed. A copy of the Violation Notice and Request for Hearing shall be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, hearings shall be conducted according to Article 6 Hearing Before the Board Policy of this Manual.

- E. **LEVY OF FINE**: Within thirty (30) days after levying a fine, the Association must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
- F. **COLLECTION OF FINES**: The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines.
- G. **AMENDMENT OF POLICY**: This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. Notice may be published and distributed in an Association newsletter or other community wide publication.
- H. **FINES**: The Association has adopted a general schedule of fines. The number of notices set forth

does not mean that the Association is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable considering the nature, frequency, and effect of the violation.

1. Schedule of Fines, Charges, and Fees:

a. Covenant Violations (defined elsewhere in this Article):

Type	Action	Fine
Violation	Failure to correct non-compliance within allotted 10-day period	\$50.00
Repeat Violation	Additional notice may be given but is not required prior to levy of fine	\$100.00
Continuous Violation	Additional notice may be given but is not required prior to levy of fine	\$500.00

b. Time to remedy begins on the notice date.

c. Fines become delinquent when payment is not received by the Association within 30-days of the notice date or according to an approved payment plan.

d. Notice date for purposes of this schedule is the date of deposit with the U.S. Postal System or nationally recognized over-night delivery service.

2. Delinquent Payments: When payment of assessments, fines or other authorized charges become delinquent, the Association shall levy charges according to the following schedule:

Days Delinquent	Late Charge	Additional Charges/Actions
30	\$25.00	Interest
60	\$25.00	Interest + Legal fees + Collection fees
90	\$25.00	Interest + Legal fees + Collection fees + Property lien filed
120	\$25.00	Interest + Legal fees + Collection fees + Additional \$25.00 late charge levied every 30 days until 180 days past due
180	\$100.00	Interest + Legal fees + Collection fees + \$100 per day until delinquent charges and related assessments paid in full. Referred to Association Board for consideration to initiate foreclosure proceedings

a. *Interest will be calculated on delinquent amounts at 18% per annum (or the maximum rate allowed by law), calculated from the past due date until paid in full, including expenses, legal fees, collection fees, and court fees and costs.

I. Payment Plan Guidelines:

1. A member of the Association who is delinquent in payment of any regular or special assessments, or any other amounts owed to the Association, shall be to an alternative payment plan. See Policy Manual Article 18 “Alternative Payment Plans Guidelines”.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 6 HEARING BEFORE THE BOARD POLICY

BACKGROUND. Owners may appeal Board, Manager, and Architectural Review Committee decisions. Fines & enforcement appeals are governed by Article 5 Fine and Enforcement Policy. Appeals must be submitted to the Association in writing and must be responded to within 21-days of receipt. All requested Board hearings shall be conducted according to this policy.

A. BOARD HEARING. An individual will preside as Hearing Officer, make introductory remarks, and administer the hearing agenda.

B. HEARING AGENDA.

1. **Introduction.** Hearing Officer: The Board has convened for the purpose of hearing an appeal by _____ from the penalties imposed by the Association for a violation(s) of the Restrictions. The hearing is being conducted as required by Section 209.007 (a) of the Texas Property Code and is an opportunity for the appealing party to discuss, verify facts, and 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 in writing within fifteen (15) days.
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, fines, or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines, or penalties. 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.
3. **Discussion.** Hearing Officer: This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. 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.

4. Resolution. Hearing Officer: This portion of the hearing is to permit discussion between the Board and the 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 was agreed upon, the Hearing Officer may:

- a. Request that the Board enter executive session to discuss the matter.
- b. Request that the Board take the matter under advisement and adjourn the hearing.
- c. Adjourn the hearing.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 7 ASSESSMENT AND COLLECTION POLICY

A. DELINQUENCIES, LATE CHARGES & INTEREST:

1. Due Date: An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
2. Delinquent: Any Assessment not fully paid when due is delinquent. When an Owner account becomes delinquent, it remains delinquent until paid in full—including collection costs, interest, and late fees.
3. Late Fees & Interest: If the Association does not receive full payment of an Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy late fees according to the Schedule of Fines, Charges & Fees, set forth in the “Fine & Enforcement Policy” article of this Policy Manual. Interest may be charged at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 18% per annum) until paid in full.
4. Liability for Collection Costs: The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney’s fees incurred by the Association in collecting the delinquency.
5. Insufficient Funds: The Association may levy a \$50.00 charge for any check returned to the Association marked “not sufficient funds” or the equivalent.
6. Waiver: Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

B. INSTALLMENTS & ACCELERATION:

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and

accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

C. PAYMENTS:

1. Application of Payments: After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
 - a. Delinquent assessments.
 - b. Current assessments.
 - c. Attorney fees and costs associated with delinquent assessments.
 - d. Other attorney's fees.
 - e. Fines.
 - f. Any other amount.
2. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth above.
3. Form of Payment: The Association may require that payment of delinquent Assessments be made only in the form of cashier's check or certified funds.

4. Partial and Conditioned Payment: The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
5. Notice of Payment: If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Owner will be required to prepay a \$25 fee for preparing and recording the release.
6. Correction of Credit Report: If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

D. LIABILITY FOR COLLECTION COSTS:

The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

E. COLLECTIONS PROCEDURES:

1. Delegation of Collection Procedures: From time to time, the Association may delegate some or all collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager or attorney.
2. Delinquency Notices: If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of non-payment to the defaulting Owner, by

hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all Association's remedies, at the sole cost and expense of the defaulting Owner.

3. Verification of Owner Information: The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.
4. Collection Agency: The Board may employ or assign the debt to one or more collection agencies.
5. Notification of Mortgage Lender: The Association may notify the mortgage lender of the default obligations.
6. Notification of Credit Bureau: The Association may report the defaulting Owner to one or more credit reporting services.
7. Collection by Attorney: If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
 - a. Initial Notice: Preparation of the Initial Notice of demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then.
 - b. Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then.
 - c. Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then.
 - d. Foreclosure of Lien: Only upon specific approval by a majority of the Board,

8. Notice of Lien: The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's mortgagee.
 - a. Cancellation of Debt: If the board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
 - b. Suspension of Use of Certain Facilities or Services: The Board may suspend the use of the Common Area amenities by an Owner, or his tenant whose account with the Association is delinquent for at least thirty (30) days.

F. GENERAL PROVISIONS:

1. Independent Judgment: Notwithstanding the content of this detailed policy, the officers, directors, manager, and attorney 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 does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
3. Limitations of Interest: The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum more than the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.
4. Notices: Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the

most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 8 RECORDS PRODUCTION, COPYING AND RETENTION POLICY

Except information deemed confidential by law or court order, the Association will make its books and records open to and reasonably available for examination by an Owner of property in the Subdivision or a person, designated in a writing, signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Homeowners' 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.

A. Information not subject to inspection by Owners includes but is not limited to:

1. any document that constitutes the work product of the Homeowners' Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Homeowners' Association's attorney relating to the Homeowners' Association, excluding invoices requested by an Owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (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 Homeowners' Association; (c) an Owner's contact information, other than the Owner's address; and (d) information related to an employee of the Homeowners' 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.

B. Procedures for Inspecting Information or Obtaining Copies:

1. An Owner or the Owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Homeowners' Association's books and records requested, to the mailing address of the Homeowners' Association or authorized representative as reflected on the most current Management Certificate filed with the county clerk of Bell County, Texas.
2. The request must include enough description and detail about the information requested to enable the Homeowners' Association to accurately identify and locate the information requested. Owners must cooperate with the Homeowners' Association's reasonable efforts to clarify the type or amount of information requested.
3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Homeowners' Association forward copies of the requested books and records and:
 - a. if an inspection is requested, the Homeowners' Association, on or before the tenth (10th) business day after the date the Homeowners' Association receives the request, will send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Homeowners' Association; or
 - b. 2. if copies of identified books and records are requested, the Homeowners' Association will, to the extent those books and records are in the possession, custody, or control of the Homeowners' Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Homeowners' Association receives the request.
4. If the Homeowners' Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth (10th) business day after the date the Homeowners' Association receives the request, the Homeowners' Association must provide to the requestor written notice that:

- a. informs the Owner that the Homeowners' Association is unable to produce the information on or before the tenth (10th) business day after the date the Homeowners' Association received the request; and
 - b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this subsection is given.
5. 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 Homeowners' Association to copy and forward to the Owner.
 - a. The Homeowners' Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Homeowners' Association.
 - b. Before starting work on an Owner's request, the Homeowners' 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 \$40. Owners may modify the request in response to the itemized statement.
6. Within ten (10) business days of the date the Homeowners' Association sent the estimate 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.
7. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Homeowners' Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.
8. If the estimated Charges are less or more than the actual Charges, the Homeowners' Association must submit a final invoice to the Owner on or before the thirtieth (13th) 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 Homeowners' Association before the thirtieth (13th) 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 will be issued to the Owner not later than the thirtieth (13th) business day after the date the invoice is sent to the Owner.

9. Capitalized terms used but not defined in this document have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions of or FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, and of Friars Creek Landing, a subdivision in Bell County, Texas, or in the Bylaws of FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association.

C. RECORDS RETENTION:

It is the policy of the Homeowners' Association to retain Homeowners' Association records for time periods as set out below:

<u>ACCOUNTING</u>		
<ul style="list-style-type: none"> • Account records of current owners • All other financial books and records 	5 years 7 years	[Property Code Section 209.005(m)(3)] [Property Code Section 209.005(m)(2)]
<u>CORPORATE</u>		
<ul style="list-style-type: none"> • Certificates of Formation and all amendments • Bylaws and all amendments • Restrictive Covenants and amendments • Minutes of meetings of the Owners and the Board of Directors 	Permanent Permanent Permanent 7 years	[Property Code Section 209.005(m)(1)] [Property Code Section 209.005(m)(1)] [Property Code Section 209.005(m)(1)] [Property Code Section 209.005(m)(5)]
<u>LEGAL</u>		
<ul style="list-style-type: none"> • Contracts with a term of 1 year or more 	4 years after expiration of the contract term	[Property Code Section 209.005(m)(4)]
<u>PERSONNEL</u>		
<ul style="list-style-type: none"> • Employee earnings/payroll records • Timecards / sheets • Form I-9 	3 years 3 years 3 years after date of hire or 1 year after date of termination, whichever is later	[FLSA, Equal Pay Act] [FLSA] [Immigration Reform & Control Act]
<u>TAX</u>		
<ul style="list-style-type: none"> • Tax Returns and Audit records • Payroll Tax Returns 	7 years 4 years	[Property Code Section 209.005(m)(6) and IRS Code] [IRS Code]

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 9 CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

BACKGROUND. The HOA will provide copies of Association records and documents; however most are readily available and downloadable at no cost to members, from the HOA website. This policy establishes HOA charges for providing copies of Association materials.

A. LABOR CHARGE 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 Homeowners' Association will charge \$50.00 an hour for the programmer's time spent on the request.

B. LABOR CHARGE TO LOCATE, COMPILE, MANIPULATE, AND REPRODUCE DATA AND INFORMATION:

1. **Processing.** The charge for labor costs incurred in processing an Owner's request for Association information is \$20.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.
2. **Compliance.** A labor charge will not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in (a) 2 or more separate buildings that are not physically connected with each other or (b) a remote storage facility.
3. **Legal Cost.** 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. **Redaction Cost.** 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 Homeowners' Association will not charge for redacting confidential or privileged information for requests of 50 or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 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 and 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 Homeowners' Association chooses to recover such costs, the overhead charge will be computed at 20% of the charge made to cover any labor costs associated

with a particular request.

For example, if 1 hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing: $\$20.00 \times .20 = \4.00 .
- b. Labor charge for computer programming: $\$50.00 \times .20 = \10.00 .

If a request requires a charge for 1 hour of labor for locating, compiling, and reproducing information (\$20.00 per hour) and one hour of programming (\$50.00 per hour), the combined overhead would be $\$20.00 + \$50.00 = \$70.00 \times .20 = \14.00 .

2. An overhead charge will not be made for requests for copies of 50 or fewer pages of standard paper records.

D. MICROFICHE AND MICROFILM CHARGE

If the Homeowners' 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 per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than 50 copies.

E. REMOTE DOCUMENT RETRIEVAL CHARGE

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

F. COPY CHARGES

1. Standard Paper Copies. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents 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 2 copies. Standard paper copy is a copy of Homeowners' Association information that is a printed impression on one side of a piece of paper that measures up to 8-1/2 inches by 14 inches.
2. Nonstandard Copies. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to 8-1/2 inches by 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:
 - 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., larger than 8 inches by 14 inches, greenbar, bluebar, not including maps and photographs using specialty paper): \$0.50; and
- m. Specialty paper (e.g., Mylar, blueprint, blueline, map, photographic): actual cost.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 10 STATUTORY NOTICE OF POSTING & RECORDING GOVERNING DOCUMENTS

A. DEDICATORY INSTRUMENTS:

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:

1. Protective covenants, bylaws, or similar instruments governing the administration or operation of a property Owners' Association,
2. Properly adopted policy, rules, and regulations of the property Owners' Association.
3. All lawful amendments to the protective covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "governing documents".

B. RECORDATION OF ALL GOVERNING DOCUMENTS: The Association shall file all governing documents in the real property records of Bell County, Texas. Any dedicatory instrument comprising one of the governing documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006,

C. ONLINE POSTING OF GOVERNING DOCUMENTS: The Association shall make all governing documents relating to the Association or subdivision and filed in the county deed records, available, in a publicly accessible portion of an Association website.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11 STATUTORY NOTICE OF CONDUCT OF BOARD MEETING

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

A. DEFINITION OF BOARD MEETINGS:

1. As set forth in Texas Property Code Section 209.0051, "board meeting" means:
 - a. A deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include:
 - b. The gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

B. OPEN BOARD MEETINGS:

1. All regular and special Board meetings shall be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving:
 - a. Personnel.
 - b. Pending or threatened litigation.
 - c. Contract negotiations.
 - d. Enforcement actions.
 - e. Confidential communications with the Association's attorney.
 - f. Invasion of privacy of individual Owners or matters that are to remain confidential by request of the affected parties and agreement of the Board.

2. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. LOCATION:

Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a part of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

D. RECORD/MINUTES:

The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

E. NOTICES:

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. The notice shall be:

1. Mailed to each property Owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or
2. Provided at least seventy-two (72) hours before the start of the meeting by:
 - a. Posting in a conspicuous manner reasonably designed to provide notice to Association members in a place on the Association's common area property, or;
 - b. Posting on any internet website maintained by the Association or other Internet media, or;
 - c. Emailing to each Owner who has registered an email address with the Association.

3. Current Email Address. It is an Owner's responsibility to keep an updated email address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings.
4. Board Recess of a Meeting. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section.
5. Board Meetings Reconvened. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

F. MEETING WITHOUT PRIOR NOTICE:

1. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may act by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. 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. The Board may not, without prior notice to Owners under Paragraph (E) above 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. Architectural Review Committee decision appeals.

- h. Owner rights suspension. A suspension of a right of an Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

G. DEVELOPMENT PERIOD:

- 1. The provisions of this policy do not apply to Board meetings during the "development period" (as defined in the declaration) unless the meeting is conducted for the purpose of:
 - a. Adopting or amending the governing documents, including declarations, bylaws, rules, and regulations.
 - b. Regular assessments increase.
 - c. Electing non-developer Board members or establishing a process by which those members are elected.
 - d. Changing member voting rights.

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FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 12 STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING POLICY

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits annual meetings, certain election requirements, voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

A. MEETINGS.

1. Annual Meetings Mandatory: As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

B. ELECTIONS:

1. Notice of Election or Association Vote: The Association must:
 - a. Mail notice to each property owner no later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting, or;
 - b. Provide at least seventy-two (72) hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:
 - i. Posting in a conspicuous manner reasonably designed to provide notice to Association members in a place on the Association's common area property, or;
 - ii. Posting on any internet website maintained by the Association or other Internet media, or;
 - iii. Emailing to each Owner who has registered an email address with the Association.
 - c. Election of Board Members: Except during any development period established in the Declaration (see paragraph 9 below), any Board Member whose term has expired must be elected by Owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A

Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board Member.

2. Eligibility for Board Membership: Except during any development period established in the Declaration (see paragraph 9 below), the Association may not restrict an Owner's right to run for a position on the Board. To be eligible for appointment or election to the Board, an individual's Association account must not have been delinquent for 45-days prior to the appointment or election date. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

C. VOTING:

1. Right to Vote: Except during any development period established in the Declaration (see paragraph 9 below), any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.
2. Voting Quorum: The voting rights of an Owner may be cast or given:
 - a. In person or by proxy at a meeting of the Association.
 - b. By absentee ballot.
 - c. By electronic ballot.
 - d. By any method of representative or delegated voting provided by the Associations governing documents.

D. WRITTEN BALLOTS:

1. Written Ballots: Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

2. Meaning of Electronic Ballot: Notwithstanding any contrary provision in the governing documents of the Association, “electronic ballot” means a ballot given by email, facsimile or website posting, for which the identity of the Owner submitting the ballot can be confirmed, and the Owner may receive a receipt of the electronic transmission and receipt of the Owner’s ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

E. ABSENTEE OR ELECTRONIC BALLOTS: An absentee or electronic ballot:

1. May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot.
2. May not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal.
3. May not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.
4. Solicitation of Votes by Absentee Ballot: Any solicitation for votes by absentee ballot must include:
 - a. Proposed Action. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action.
 - b. Instructions for delivery of the completed absentee ballot, including the delivery location.
 - c. Notice. *“By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”*
5. Tabulation of and Access to Ballots: A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person

within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

6. Recount of Votes: Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:
 - a. By certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate.
 - b. In person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed.
 - c. Cost. The Owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below:
 - i. Vote tabulator: At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall contract for the services of a person who:
 - 1) Is not a Member of the Association Board within the third degree by consanguinity or affinity.
 - 2) Is either a person agreed upon by the Association and any person requesting a recount, or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.
 - ii. Reimbursement for Recount Expenses: If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.

d. Board Action: Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

F. DEVELOPMENT PERIOD: The Declaration may provide for a period of declarant control of the Association during which a declarant, or persons designated by the declarant, may appoint and remove Board Members and the Officers of the Association, other than the Board Members or Officers elected by Members of the Property Association.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 13 – PARKS

Note: The Developer designed, constructed, and dedicated to the City of Temple approved walkways to South Temple Park surrounding Friars Creek Landing on the south and east, from the railroad to Hartrick Bluff Road.

- A. **CITY PARKS (PUBLIC)**: Use of South Temple Park (adjacent to Friars Creek Landing), including walkways providing access from public streets, is governed by City of Temple ordinances and Temple Parks and Leisure Services Department 'Facility Rules', which are readily available from the Parks Department or on the City website under *Facility Rules*.
- B. **PUBLIC PARK RULES**: Use of public Parks and Common Areas (property dedicated to the City) is governed by City of Temple ordinances and Temple Parks and Leisure Services Department 'Facility Rules', which are readily available from the Parks Department or on the City website under *Facility Rules*.
 - 1. **Non-Compliance with City 'Facility Rules'**. HOA members are encouraged to report non-compliance with City 'Facility Rules' to the Temple Parks Department.
 - 2. **Park Maintenance**. Access walkways and South Temple Park grounds are maintained by the City of Temple Parks Department. Recommendations should be directed to the Temple Parks Department.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 14 – MEMBER ASSESSMENTS

A. ASSESSMENT SCHEDULE.

1. **Adoption.** During an official meeting of the Board of Directors, member assessments (table below) were adopted and are in effect until amended.

Member Classification	Initial Membership Assessment	Initial Membership (Transfer) Assessment	Annual Assessment (Dues)
Residential	\$275.00	\$ 250.00	\$ 290.00 (\$275 If by ACH)

2. **Amendment.** Member assessments may be amended by:
- a. **Board Action.** The Board may increase assessments without membership approval, by not more than 10% during any budget-year. Assessments may be reduced, by any amount, without membership approval.
 - b. **Membership.** The Membership may amend assessments, by any amount.

- B. PAYMENT OPTIONS – ANNUAL ASSESSMENT.** Members annual dues assessments, after the initial membership assessment, are due and payable annually on the first day of January. Members may elect to pay annual dues assessments in one, two, or four payments according to the table below.

Payments	January	February	March	April	Pay Method
One	\$290.00				\$290 if by Check \$275 if by ACH AutoPay
Two	\$125.00		\$125.00		ACH AutoPay Only
Three	\$62.50	\$62.50	\$62.50	\$62.50	ACH AutoPay Only

1. **ACH** (Automated Clearing House) is an automatic method of payment from a personal bank or credit union account, prearranged through the HOA manager. Under ACH payment plans, dues invoices will not be sent.
2. **Delinquent Accounts.** Should a member account become delinquent, for any reason, the total unpaid portion of the annual dues assessment shall immediately become due and payable plus applicable delinquent payment charges, as set forth in the Association Policy Manual, Article 7 Assessment and Collection Policy.
3. **Credit Cards and Cash.** The HOA does not accept payment by credit card or cash.

C. DELINQUENT PAYMENT OF ASSESSMENTS AND DUES.

- a. Policy governing delinquent payment of member assessments is set forth in Article 5 Fine & Enforcement Policy of this Manual.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 15 – DUMPING, LITTERING, AND DRAINAGE FACILITY ALTERATION

BACKGROUND: There are no dump facilities for use by residents within Friars Creek Landing. Disposal of every kind of waste must be outside the subdivision. Alteration of subdivision drainage facilities, either structural or by dumping is permitted only with express written approval from the Architectural Review Committee (“ARC”) the Developer, and respective governmental entities.

- A. DUMPING AND LITTERING:** No person may dump, litter, discard or deposit any garbage, refuse, rubbish, debris, building materials, waste material, sewage, toxic chemicals, motor oil, grass clippings, leaves, bushes, limbs, straw, etc., upon any lot, common area, public property, or upon any property adjacent to the subdivision.
- B. DRAINAGE FACILITY ALTERATION:** Lot owners, who wish to develop, restore, alter, or fortify drainage facilities on, or immediately adjacent to their own Lot, must submit two complete copies of the *Plans Review Application* form, with detailed plans attached, to the ARC. The ARC will provide a copy to the Declarant. Prior to beginning any such project, the applicant must first receive written permission from both the ARC and the Declarant.
- C. VIOLATIONS:** Persons & Lot Owners in Violation of this Policy are subject to an Association penalty not to exceed Five Hundred dollars (\$500.00). Violators shall be responsible for damages, and related expense, caused by their act(s) including: all clean-up costs, removal of litter or dumped material, drainage facility repairs, and environment damage.
- a) Penalties shall be paid to the Friars Creek Landing Homeowners’ Association, Inc.
 - b) Payments not received within 30-days of the notice date are subject to the Association’s “Delinquent Payments Policy”.
- D. TERMS:** As used herein, “Person” includes, without limitation to, any Lot owner, any member of the Lot owner’s family, any tenant, and/or any firm, individual, or individuals, acting on their behalf. Lot owners are responsible for their tenants, tenant’s family, and or any firm, individual, or individuals acting on their behalf.

Policy Manual

BELLA CHARCA PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE 16 – RESIDENT REGISTRATION.

BACKGROUND: Maintaining a current registry of Association members is vitally important to efficient operation of Association business and activities. In addition to maintaining current contact information, resident registration provides the manager with vital information needed to address emergency issues for benefit of all residents.

A. MEMBER RESIDENTS.

All members are required to provide the manager with registry information on an Association *Resident Registration* form. On the form, residents will have the option to allow basic contact information to be made available to other members in an Association directory.

B. TENANT RESIDENTS.

Members, who rent their property to third parties, are required to secure and provide tenant residents information to the Association Manager on an Association *Resident Registration* form.

C. PENALTY.

To qualify for membership benefits, including voting rights, residents must first provide the Manager with a completed *Resident Registration* form. Failure to provide and maintain current registration information may result in an assessment of up to \$150.00. Policy governing delinquent payment of member assessments is contained in the Fine & Enforcement Policy section of this Policy Manual.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 17 – PUBLIC SALES.

BACKGROUND. This policy was established to protect Friars Creek Landing (“Subdivision”) residents from interruptions and traffic resulting from multiple individual public sales events. Instead, Subdivision residents may participate in Subdivision organized public sales events with potentially greater public response.

A. PUBLIC SALES.

A Public Sale (“Sale”) is any sale, including garage, yard, porch, and patio sales, open to the public, and conducted outside the interior confines of a Subdivision residence.

B. PURPOSE.

The purpose of this policy is to establish authority to regulate public Sales within the Subdivision.

C. AUTHORITY.

Regulating authority is hereby vested in the Board.

D. RULES AND REGULATIONS.

The Association shall prescribe reasonable rules and regulations governing Sales.

E. ASSOCIATION SPONSORED SALES.

Participation in Association sponsored Sales shall be open to all residents of the Subdivision. Each such event, generally not more often than twice per year, shall be an event authorized by the Board:

1. **Participation Requirements.** Participation is conditioned upon compliance with HOA policy and requirements, including event dates, hours of operation, display, fees, and other Sale matters determined by the Board. Participants must also comply with the City of Temple Garage Sale Ordinance.
2. **Participation Fees.** A reasonable fee may be assessed participants to cover costs of hosting and promoting the event.

F. PRIVATE SALES.

Private Sales, hosted by individual members or groups of members, may only be held with

the express written Association authorization. Such authorization may include reasonable event requirements including dates, hours of operation, display, fees, and other Sale matters.

G. PENALTY.

Non-compliance with HOA Public Sales policy, Sale rules, or City Ordinance may result in a penalty or fine of not more than \$100.00 per day of such non-compliance, according to the Association "Fine and Enforcement Policy".

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 18 – ALTERNATIVE PAYMENT PLANS.

BACKGROUND. The alternative payment plans policy provides HOA management with guidelines for resolving delinquent member accounts, in compliance with Texas Property Code, Section 2009.0062.

A. PAYMENT PLAN GUIDELINES:

1. **Member Delinquent.** A member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association (collectively, “Delinquent Payments”), shall be entitled to enter into a payment plan with the Association providing for an alternative payment schedule by which the member may make partial payments to the Association for Delinquent Payments (each, a “Payment Plan”). Each such Payment Plan shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Texas Property Code (the “Code”). Notwithstanding the foregoing, or any provision herein to the contrary, the Board of Directors of the Association, in its discretion, may elect to not allow a Payment Plan for any member of the Association who has failed to honor the terms of a previous payment plan with the Association during the two (2) years following the member’s default under the previous Payment Plan.
2. **Payment Plans.** There shall be three (3) Payment Plans available as follows:
 - a. **\$600 or Less.** Members owing Delinquent Payments to the Association totaling \$600 or less shall be entitled to pay all Delinquent Payments and any “Payment Plan Administrative Charges” (as defined below) owed in equal monthly installments over a period of six (6) months.
 - b. **\$601 - \$1,200.** Members owing Delinquent Payments to the Association totaling \$601-\$1200 shall be entitled to pay all Delinquent Payments and any “Payment Plan Administrative Charges” (as defined below) owned in equal monthly installments over a period of twelve (12) months.
 - c. **\$1,201 or More.** Members owing Delinquent Payments to the Association totaling \$1201 or more shall be entitled to pay all Delinquent Payments and any “Payment Plan Administrative Charges” (as defined below) owed in equal monthly installments over a period of eighteen (18) months.
3. **Interest.** Under any Payment Plan, in addition to the Delinquent Payments due and payable thereunder, the Association shall also be entitled to recover all interest due and payable on the member’s Delinquent Payments (which interest shall continue to accrue on all Delinquent Payments in accordance with applicable provisions of the Association’s governing documents), as well as the Association’s reasonable costs associated with administering the Payment Plan (collectively, the “**Payment Plan Administrative Charges**”).

4. Plan Document. Each Payment Plan shall be evidenced in writing by an agreement executed by both the member and an authorized representative of the Association. Such writing shall specify the total amount of Delinquent Payments owed, the total amount of Payment Plan Administrative Charges, and the period of repayment under the Payment Plan.
5. Payments Due. Each payment due under any Payment Plan shall be due on or before the (1st) day of each month during the pendency of the Payment Plan.
6. Insufficient Funds. Any payment made pursuant to a Payment Plan which is returned for insufficient funds, and any payment which is received after the due day thereof, shall constitute a material breach of the Payment Plan, in which even the Payment Plan shall terminate, and all unpaid amounts subject to the Payment Plan shall immediately become due and payable in full.

B. APPLICATION OF PAYMENTS SCHEDULE:

1. Delinquent Account Payments – Order of Priority. In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under any Payment Plan with the Association, a payment received by the Association from a member shall be applied to the member'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 subparagraph (3); (5) any fines assessed by the Association; and (6) any other amounts owed to the Association.
2. Default Payment Plan – Order of Priority. Any payments received by the Association from a member of the Association who is in default under any Payment Plan with the Association shall be applied to the member's debt in the following alternative order of priority: (1) any attorney's fees or third party collection costs incurred by the Association in connection with collection of the member's debt; (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt; (3) late charges and interest due by the member; (4) any delinquent assessment; (5) any current assessment; (6) any other amount owed to the Association (excluding fines); and (7) any fines assessed by the Association.

Capitalized terms used but not defined in this document have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions of FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, and of Friars Creek Landing, a subdivision in the City of Temple, Bell County, Texas or in the Bylaws of FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 19 – SWIMMING POOLS.

A. PURPOSE.

This policy supplements City of Temple and State of Texas swimming pool construction and operation regulations

B. PENALTY.

Noncompliance with Swimming Pool Policy may result in penalty or fine of not more than \$100.00 per day for each non-compliance, according to the Association “Fine and Enforcement Policy”.

C. POOL TYPE & FEATURES:

1. In-Ground Pools of concrete or fiberglass are permitted.
2. Diving Boards and Slides. To avoid nuisance potential to neighboring homes, diving boards and slides are not permitted.
3. Hot Tubs. Residents must avoid nuisance potential of noisy blower-bubbler systems.
4. Above-Ground Pools. To avoid potential nuisance to neighboring homes and negative impact of potential breached pool wall and subsequent water-release, above-ground pools are not permitted.

D. ARC REVIEW.

1. Plans. Prior to commencement of swimming pool construction, an HOA Plans Review Application (with required submittals) must be submitted for Architectural Review Committee (“ARC”) approval. Review considerations include:
 - a. Pool Type & Features.
 - b. Pool Specifications.
 - c. Site Plan. Fully detailed drawing(s) of proposed pool with dimensional relationship to existing improvements, property lines, setback lines, and easements.

E. CONSTRUCTION.

1. Prior to Construction (including earthwork):
 - a. City Permit. Must be posted onsite.
 - b. Stormwater pollution prevention measures must be in place to prevent erosion onto streets or neighboring property.

- c. Site Access. Precautionary measures must be in place to prevent damage to neighboring property including lawns, landscaping, irrigation, and other improvements.
- d. Fences.
 - (1) Owners existing fence may be removed to provide site access.
 - (2) HOA Fences. Written permission to remove any portion of an HOA fence must be secured in advance and may require Board approval (fences along Hartrick Bluff Road are HOA). Cost to repair damage, resulting from such removal, shall be paid by Owner.
 - (3) Neighbor Fences. Written permission to remove any portion of a neighbor fence must be secured with copy provided the HOA, in advance. Cost to repair damage, resulting from such removal, shall be paid by Owner.
 - (4) Site Protection During Construction. Adequate safety fencing, to protect the entire pool project area, must be securely in place during any period when workers are not present. Plastic “danger” fences are considered unsatisfactory.
- 2. Hours of Construction. Construction activities are restricted to hours stipulated in the “Home & Construction Requirements” document included in the “Plans Review Application” forms package.

F. **NOXIOUS OR OFFENSIVE ACTIVITIES**. Swimming pool owners, family, and guests shall avoid pool activity which may unreasonably disturb the quiet enjoyment of neighbors.

Policy Manual

FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 20 – PROPERTY RENTALS.

A. PURPOSE.

This policy prescribes rules and regulations governing property rentals by Friars Creek Landing property owners.

B. RENTAL POLICY - GENERAL:

1. Single Family Use. Property leases may only be for single-family residential use. The lease or rental of a single-family residence for an original term of less than one (1) year does not constitute a single-family residential purpose unless such lease or rental is executed in connection with a contract for the sale of the single-family residence.
2. Registration. Prior to move-in, owner and renter shall provide the HOA manager a completed “Resident Registration” form providing all requested renter information.
3. Violations - Covenants & Policy.
 - a. Application. All covenants and policy apply to renter, renter’s family, and guests.
 - b. Notice. Owner and renter, when notified of any violations, shall take action to prevent future occurrences.
 - c. Fines, Fees & Assessments. Renter violations are the owners’ responsibility. Any fine, fee, or penalty, will be charged to the owner.

- C. SHORT-TERM RENTALS (LESS THAN 6-MONTHS): Short-term and vacation property rentals are strictly prohibited, including Airbnb, Vrbo, and similar vacation rental venues.

D. PENALTY.

Non-compliance with this policy may result in penalty or fine of not more than \$100.00 for each day of non-compliance, according to the Association “Fine and Enforcement Policy”.

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



Instrument Number: 2021049200

As
MANUAL

Recorded On: August 02, 2021

Parties: FRIARS CREEK HOMEOWNERS ASSOCIATION INC

To EX PARTE

Comment:

Billable Pages: 55

Number of Pages: 56

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$213.00
Total Fees:	\$219.00

***** DO NOT REMOVE. 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

Instrument Number: 2021049200
Receipt Number: 215632
Recorded Date/Time: 08/02/2021 11:13:55 AM
User / Station: zbranead - BCCCD0735

Record and Return To:

GARY N FREYTAG
CASA FRENTE DEVELOPMENT
7353 W ADAMS AVE
TEMPLE TX 76502



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk