Nov 24-69 AC [redacted] # FR 6279 5.00

23-2467 5.00

DECLARATION OF RESTRICTIONS FOR APACHE SHORES, SECTION 2 TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESNETS:
COUNTY OF TRAVIS X

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 48, Page 58, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

1. Lots 852 and 899 shall not be subject to any of the hereinafter covenants, conditions, easements, restrictions or reservations. All of the rest of the lots are subject to the following, to-wit:

2. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences.

DEED RECORDS
Travis County, Texas

3. No residence shall have less that 650 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

4. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

5. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

6. APACHE SHORES, INC., for itself, its sucessors, assigns and licensees reservs a 10 foot wide easement along the road rights-of-way, a 6 foot wide easement along the rear line, and a 5 foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installation,

operation or maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and /or through said lots. The owners of said lots shall have no cuase of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity, excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

7. No dwelling shall be placed or erected on any tract of land or re-subdivided lots smaller than the lots as subdivided and shown on the recorded plat.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns.

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence. Further, APACHE SHORES Property Owner's Association, Inc., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, SECTION 2 shall be subject to an annual maintenance fee charge of $35.00, which each lot owner agrees to pay to APACHE SHORES Property Owner's Association, Inc., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES Property Owners's Association, Inc., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, Section 2, to secure the

23-2471

prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

EXECUTED this 19th day of November, 1969.

(CORPORATE SEAL)

ATTEST:

Linda Lively
Assistant Secretary

APACHE SHORES, INC.

BY: John M. Pennington
Vice President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, A.D., 1969.

Jan Dolan
Notary Public in and for
Harris County, Texas

(NOTARY SEAL)

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

NOV 25 1969

Emilie Lindsey
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Nov 24 8 00 AM '69
Emilie Lindsey
COUNTY CLERK
TRAVIS COUNTY, TEXAS

3778 1307

AMENDMENTS TO DECLARATIONS OF RESTRICTIONS
APACHE SHORES, (ALL SECTIONS)
TRAVIS COUNTY, TEXAS

AUG 19-82 2552 * 5.00
AUG 19-82 2553 * 2.00

2-93-9605

THE STATE OF TEXAS I
I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS I

THAT APACHE SHORES, INC., did file Restrictive Covenants on the following Sections and/or parcels of Apache Shores, a subdivision in Travis County, Texas, said Restrictions being filed in the Deed Records of Travis County, Texas on the dates and in the Books and Pages as herein enumerated:

PART OR SECTION	DATE FILED	BOOK	PAGE NUMBER
One	September 24, 1968	43	29
Two	November 24, 1969	48	58
Three	March 11, 1970	50	81
Four	November 30, 1970	52	18
Five	August 12, 1971	55	41
Six	August 21, 1972	61	6
Seven	November 30, 1973	64	80

and,

Whereas, Apache Shores, Inc. did reserve for itself, its successors or assigns the right to approve all buildings, plans and the right to waive building set back lines and also the right to permit signs on any lot, now

Therefore, Apache Shores, Inc. does hereby assign the above enumerated rights to Apache Shores Property Owners Association, Inc., its successors or assigns to handle and perform all those above functions previously reserved to Apache Shores, Inc. in all documents of Restrictions as heretofore listed.

Executed this 19th day of August, 1982.

APACHE SHORES, INC.

(CORPORATE SEAL)

By: Gordon Mercer
Vice President

ATTEST:

Cynthia Ramer
Cynthia Ramer Assistant Secretary

THE STATE OF TEXAS I
I
COUNTY OF HARRIS I

BEFORE ME, the undersigned, on this day personally appeared Gordon Mercer, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of August, A.D., 1982.

NOTARY SEAL

Jeannette Landrum Bell
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

JEANNETTE LANDRUM BELL
Notary Public, State of Texas
My Commission Expires March 25, 1985

DEED RECORDS
Travis County, Texas

7831 147

FILED

AUG 19 4 43 PM '82

TRAVIS COUNTY, TEXAS

2-93-9606

PLEASE RETURN TO:

Apache Shores, Inc.
2500 Fondren, Suite 220
Houston, TX 77063

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

AUG 19 1982

COUNTY CLERK
TRAVIS COUNTY, TEXAS

7831 118

5.00
2 pd

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR APACHE SHORES, FIRST INSTALLMENT AND
SECTIONS TWO (2) THROUGH SEVEN (7)

3-21-2748

MAY 31-83 656 * 5.00
MAY 31-83 657 * 2.00

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, First Installment and Sections Two (2) through Seven (7), a subdivision in Travis County, Texas, according to the maps or plats thereof filed for record as listed below and did execute Declarations of Restrictions for each Installment or Section on the dates and in the Travis County Deed Records as indicated, to-wit:

INSTALLMENT OR SECTION:	PLAT BOOK:	PAGE NO:	DEED RECORD BOOK:	PAGE NO:	THE DATE:
One	43	29	3554	204	September 24, 1968
Two	48	58	3778	1307	November 24, 1969
Three	50	81	3822	1761	March 11, 1970
Four	52	18	3955	1830	November 30, 1970
Five	55	41	4129	1033	August 12, 1971
Six	61	6	4397	479	August 21, 1972
Seven	64	80	4657	1480	May 30, 1973

And,

Whereas, in said Declarations of Restrictions of Apache Shores, Inc., its successors and assigns, did reserve a lien against each lot in the above enumerated Installments or Sections to secure the prompt payment of the water assessment imposed upon each lot at the time water is made available to each lot, and now

Whereas, Apache Shores, Inc. does hereby declare that the said restrictions are hereby amended as of the date of the execution of this amendment to delete that reservation of lien securing the payment of the water assessment upon all lots sold by Apache Shores Subdivision. All other terms and conditions of the above enumerated restrictions remain unchanged.

EXECUTED THIS 31 DAY OF MARCH, 1983.

(CORPORATE SEAL)

APACHE SHORES, INC.

By _____
Gordon Mercer
Vice President

ATTEST:

Cynthia Ramer
Cynthia Ramer Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, on this day personally appeared Gordon Mercer Vice President of APACHE SHORES, INC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes as therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of March, 1983.

Jeannette Landrum Bell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY SEAL

JEANNETTE LANDRUM BELL
Notary Public, State of Texas
My Commission Expires March 24, 19[illegible]

DEED RECORDS
Travis County, Texas

8102 162

FILED

MAY 31 10 59 AM '83

3-21-2749

COUNTY CLERK
TRAVIS COUNTY, TEXAS

Harold Mercer
Mail to Grantee

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

MAY 31 1983

COUNTY CLERK
TRAVIS COUNTY, TEXAS

8102 162

8102 163

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR APACHE SHORES, FIRST INSTALLMENT AND
SECTIONS TWO (2) THROUGH SEVEN (7)

03 88 7223

5.00

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT WHEREAS APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, First Installment and Sections Two (2) through Seven (7), a subdivision in Travis County, Texas, according to the maps or plats thereof filed for record as listed below and did execute Declarations of Restrictions for each Installment or Section on the dates and in the Travis County Deed Records as indicated, to-wit:

INSTALLMENT OR SECTION:	PLAT BOOK:	PAGE NO:	DEED RECORD BOOK:	PAGE NO:	THE DATE:
One	43	29	3554	204	September 24, 1968
Two	48	58	3778	1307	November 24, 1969
Three	50	81	3822	1761	March 11, 1970
Four	52	18	3955	1830	November 30, 1970
Five	55	41	4129	1033	August 12, 1971
Six	61	6	4397	479	August 21, 1972
Seven	64	80	4657	1480	May 30, 1973

AND,

WHEREAS, in said Declarations of Restrictions of Apache Shores, Inc., its successors and assigns, did reserve a lien against each lot in the above enumerated Installments or Sections to secure the prompt payment of the waterline assessment imposed upon each lot at the time water is made available to each lot,

AND,

WHEREAS on March 31, 1983, Apache Shores, Inc. did file an amendment deleting the reservation lien securing the payment of the waterline assessment on all lots sold by Apache Shores, Inc.; now therefore; be it known that

SAID amendment as filed in Volume 8102 on Page 162 of the Deed Records of Travis County, the aforementioned release applies only to lots sold subsequent to that date and does not release any lots previously sold. Lots sold prior to March 31, 1983 shall be subject to the lien as originally set out in the above restrictions unless specifically released by written instrument.

THIS amendment is for clarification only.

EXECUTED THIS 12 DAY OF MARCH, 1985.

APACHE SHORES, INC.

By: Gordon Mercer
Vice President

ATTEST:
Jacquie Horne Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared Gordon Mercer, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes as therein expressed, and in the capacity therein stated as the act and deed of said corporation.

NOTARY SEAL

Jeannette Landrum Bell
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

JEANNETTE LANDRUM BELL
Notary Public, State of Texas
My Commission Expires March 26, 1989

REAL PROPERTY RECORDS
Travis County, Texas

09072 0273

FILED

MAR 15 11 44 AM '85

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

MAR 15 1985

COUNTY CLERK
TRAVIS COUNTY, TEXAS

AFTER RECORDING,
PLEASE RETURN TO:

Jeannette L. Bell
APACHE SHORES, INC.
2500 Fondren, Suite 220
Houston, TX 77063

09072 0274

Doc No 9207989?

14048 60cc

FILM CODE

00004863405

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

DECLARATION OF COVENANTS AND EASEMENTS FOR SHARED FACILITIES

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), the owner of the lots described in Exhibit "1" hereto (the "Common Area Property"), does hereby make this Declaration and impose the Covenants and Easements hereinafter set forth upon the Common Area Property, for the benefit of the Apache Shores Subdivision, as hereinafter described.

11.00 INDX
4:12 PM 0646 2 3 02/18/92
3.00 RECR
4:12 PM 0646 2 3 02/18/92
6.00 COPY
4:12 PM 0646 2 3 02/18/92
920798-97 DOCS
920798-97 DOC#

Section 1.01 - General Intent.

The Association currently owns the Common Area Property, and operates and maintains the Common Area Property and improvements thereon for the use and benefit of the members of the Association. The members of the Association consist of all persons owning the fee simple title to any lot in Apache Shores, First Installment or Sections Two (2) through Seven (7), a subdivision in Travis County, Texas, according to the maps or plats thereof filed for record as listed below ("Apache Shores Subdivision"). Declarations of Restrictions for each installment or Section were filed on the dates indicated in the Travis County Deed Records as follows:

INSTALLMENT OR SECTION:	PLAT BOOK:	PLAT PAGE NO.:	DEED RECORD BOOK:	DEED RECORD PAGE NO:	FILING DATE:
One	43	29	3554	200	September 24, 1968
Two	48	58	3778	1303	November 24, 1969
Three	50	81	3822	1757	March 11, 1970
Four	52	18	3955	1827	November 30, 1970
Five	55	41	4129	1030	August 12, 1971
Six	61	6	4397	476	August 21, 1972
Seven	64	80	4657	1477	May 30, 1973

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11752 0823

Section 1.02 - Term and Amendment

The Covenants and Easements established by this Declaration shall attach to the Common Area Property and shall run with the ownership of the Common Area Property for forty (40) years; provided however, that by written instrument signed and acknowledged by the owners of not less than two-thirds of the lots in the Apache Shores Subdivision, said owners may amend, extend, or terminate any whole or part of the Covenants and Easements set forth herein, to be effective upon the filing of said instrument in the Real Property Records of Travis County, Texas. For the purposes of this section, each lot shall be treated as having one vote, with the vote of each lot being determined by the decision of those owners having a majority of the fee simple interest in the lot.

Section 1.03 - Grant

The Association does hereby grant and establish easements on the Common Area Property in favor of every other lot in the Apache Shores Subdivision, such that each person owning any whole or part of the fee simple title to a lot in the Apache Shores Subdivision ("lot owners") shall have the right of ingress and egress over, on, and across the Common Area Property for the purpose of the use and enjoyment of the Common Area Property for recreational and/or social purposes, including but not limited to the right to use and enjoy all improvements now or hereafter placed upon the Common Area Property; provided, however, that the use and enjoyment of the Common Area Property by each such person shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Association, which rules and regulations may include, but shall not be limited to, the right to (i) suspend a lot owner's use and enjoyment of the Common Area Property for

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

failure to pay, in whole or in part, annual maintenance fees and/or special assessments levied by the Association, and (ii) create reasonable restrictions as to the time and nature of use of the Common Area Property by lot owners.

Section 1.04 - Binding Effect

This Declaration shall be binding upon the Association and its successors and assigns, and shall enure to the benefit of each lot in the Apache Shores Subdivision. The Association and/or any person owning a fee simple interest in a lot in the Apache Shores Subdivision may bring suit before the appropriate state court to enforce the Covenants and Easements established herein.

Section 1.05 - Appurtenant to Title

The Covenants and Easements set forth herein shall be considered as running with the land constituting the Common Area Property, for the benefit of all other lots in the Apache Shores Subdivision, and the owners of the fee simple title thereto, and shall bind the Association and its successors and assigns. These Covenants and Easements shall benefit, be appurtenant to, and inseparable from, ownership of each lot in the Apache Shores Subdivision.

Section 1.06 - Severability

Invalidation of any one or more of the provisions of this instrument by judgment or order of any court shall not effect any other provision, which shall remain in force and effect.

EXECUTED to be effective 12 day of August, 1992.

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: Jeannie Fuchs
JEANNIE FUCHS, President

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11752 0825

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Jeannie Fuchs, President of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, on behalf of association.

GIVEN UNDER MY HAND and seal of office this 12 day of August, 1992.

Bernardine M. Pride
NOTARY PUBLIC, STATE OF TEXAS



285*rmn/apache/declarat/9461.1/6.92ck

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11752 0826

EXHIBIT "1"

Lots 852 and 899, Section Two, of APACHE SHORES, a subdivision in Travis County, Texas, according to the map thereof recorded in the Travis County Map or Plat records, together with all improvements thereon.

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

AUG 18 1992

COUNTY CLERK
TRAVIS COUNTY, TEXAS

Ret.

Hilgers & WATKINS
98 San Jacinto [redacted] Blvd.
Suite 1300 San Jacinto Center
P.O. Box 2063
Austin Tx 78768-2063

FILED
1992 AUG 18 PM 4:16
DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11752 0827

CODE 2 PARCEL # 01-4755-0430-0000 GF# 94-4014/144014L/94-6-307/gail

FILM CODE 31
00005173214 89

BYLAWS
APACHE SHORES PROPERTY OWNERS ASSOCIATIONS, INC.

4:24 PM 6179 — 25.00 INDX 1 1 07/25/94
4:24 PM 6179 — 5.00 RECM 1 1 07/25/94
4:24 PM 6179 — 1.00 SEC 1 1 07/25/94
108.61-CHK#

ARTICLE I
MEMBERS

SECTION 1. MEMBERS: The membership of the Apache Shores Property Owners Association, Inc. (the "Association") shall consist of all the persons owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas, who have paid to a current status their annual maintenance charges and other fees, and who have been certified by the Secretary of the Association as eligible to vote and entitled to use all amenities and services provided by the Association. A husband and wife and/or any other joint or co-tenants owning property in such subdivision, whether such property shall be the separate property of one or community property, shall constitute one (1) member.

SECTION 2. ANNUAL MEETING: The annual Meeting of members shall be held during September on a date set by the Board of Directors. Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws.

SECTION 3. SPECIAL MEETING: A Special Meeting of members may be called at any time by the members of the Association having not less than one-tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President. Only such business shall be transacted at a Special Meeting as may be stated or indicated in notice of such meeting.

SECTION 4. PLACE: Unless otherwise specified in the notice of each meeting, each meeting of members shall be held at the Apache Shores Subdivision, Austin, Texas.

SECTION 5. NOTICE: Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be delivered not less than ten (10) not more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers of persons calling the Meeting, to each property owner of record on the Associations's records.

SECTION 6. QUORUM: Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, members holding ten percent (10%) of the votes entitled to be cast, present in person or by proxy, shall constitute a quorum. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the membership unless the vote of a greater number is require by law, the Articles of Incorporation, or the Bylaws. The members present at any meeting, though less than a quorum may recess the meeting and any business may be transacted, if a quorum is

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

present, after the recess that could be transacted at the original meeting. No notice of adjournment, other than announcement at the meeting, need be given.

SECTION 7. VOTING: At each meeting, members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by proxy as provided in these Bylaws in Section 8 of Article I. Annual dues may be paid at any membership meeting prior to the call to order. The voting roll shall be closed immediately prior to the call to order of the meeting.

SECTION 8. PROXIES: A member may vote in person or, unless the Articles of Incorporation or by the Bylaws otherwise provide, may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable and in no event shall a proxy remain irrevocable for a period of more than eleven (11) months.

Proxies issued by the Association for all membership meetings must be signed by the member and must list the names of each Director then in office and request the member to assign the proxy to one of the Directors for voting purposes. A space shall also be provided for assignment of the proxy to another member, if desired. The proxy must be presented by such person using it to the person presiding over any meeting in which it will be used, prior to such use in the meeting.

SECTION 9. ELECTION OF DIRECTORS AND OFFICERS: At each election for Directors and Officers, every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are Directors or Officers to be elected. At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail.

SECTION 10. OFFICERS: The President shall preside at and the Secretary shall keep the records of each meeting of members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors.

ARTICLE II
BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE: The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1270

The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the members at any Annual or Special Meeting of the membership, provided that the number of Directors shall never be less than three.

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected. The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years. Any Director may be removed from office by a two-thirds vote of all the members of the Association. If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board.

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 2. MEETING OF DIRECTORS: The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine.

SECTION 3. FIRST MEETING: Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the membership, and no notice of such meeting shall be necessary.

SECTION 4. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meeting shall not be required.

SECTION 5. SPECIAL MEETINGS: Special Meetings of the Board of Directors shall be held whenever called by the President of by the Secretary of by a majority of the Directors then in office.

The Secretary shall give notice of each Special Meeting in person, or by mail or telegraph at least two (2) days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12235 1271

At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

SECTION 6. QUORUM: A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Charter, or by these Bylaws.

SECTION 7. ORDER OF BUSINESS: At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine.

At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present.

The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting.

SECTION 8. COMPENSATION: Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors.

SECTION 9. EXECUTIVE COMMITTEE: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute. The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time.

ARTICLE III
OFFICERS

SECTION 1. TITLES AND TERMS OF OFFICE: The Officers of the Association (who shall be members of the Association) shall be a President, who shall be a Director,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1272

one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary.

Each Officer shall hold office for the term of two years and until his successor shall have been elected an qualified. All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the members of the Association voting in person or by proxy at any Annual or Special Meeting.

A vacancy in the office of any Officer by reason or resignation, death, termination or membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors.

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT: The President shall be the chief executive officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association; he shall preside at all meeting of the membership and of the Board of Directors.

SECTION 3. VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4. TREASURER: The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors; whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

SECTION 5. SECRETARY: The Secretary shall keep the minutes of all meeting of the

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1273

Board of Directors and the minutes of all meetings of the membership in books provided for that purpose; he shall attend to the giving and serving of all notices; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours, and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors.

SECTION 6. COMPENSATION: Officers as such shall not receive any salary or compensation for their services.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 1. DUES: The annual maintenance fee shall be $35.00 per lot, unless this amount is changed by vote of the members of the Association in accordance with the provisions of these Bylaws concerning voting. The annual maintenance fee may not be increased by more than ten (10%) per year without the approval of two-thirds vote of all the members of the Association then eligible to vote. Special assessments (in addition to annual maintenance fees) for specified purposes may be levied against each lot if approved by the affirmative vote of two-thirds of all the members of the Association then eligible to vote. The lien in favor of the Association securing the payment of the annual maintenance fee and/or special assessments shall be subordinate to the duly recorded lien of any first mortgage. Such first lien mortgages shall not be required to collect Association assessments or maintenance fees, and failure to pay an assessment shall not constitute a default under any HUD insured mortgage. The personal obligation of each lot owner to pay for annual maintenance fees and special assessments assessed against a lot or lots owned by him shall not pass to successors in title unless expressly assumed by such successors.
Except as provided in the preceding sentence, successors in title shall be personally obligated only for those maintenance fees and special assessments which are assessed while the successor in title owns an interest in the lot.

The annual maintenance fee shall be $35.00 per lot. Special assessments (in addition to annual dues) for specified purposes may be levied as provided hereunder if approved by the affirmative vote of two-thirds (2/3) of all members of the Association at any annual meeting, or at any special meeting if notice of the proposed action be contained in the notice of said special meeting. (See Addendum A concerning Assessments.)

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1274

SECTION 2. FISCAL YEAR. The fiscal year of the Association shall be as determined by the Board of Directors.

SECTION 3. SEAL: The Association shall not have a seal.

SECTION 4. NOTICE AND WAIVER OF NOTICE: Whenever any notice whatever is required to be given under the provisions of these bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled t said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Participation in a meeting by a member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

SECTION 5. RESIGNATIONS: Any Director or Officer or member may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President of Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 6. LEGAL ACTIONS: The Board of Directors has the authority of the membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, provided such members have been notified by mail of failure to pay fees required or failure to abide by deed restrictions, after notice of failure has been provided, and that legal action will be taken if the situation is not corrected with the time limit set forth in the notice.

The Board of Directors has the authority of the membership to bring legal action on behalf of the Corporation against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, provided such members have been notified by mail of failure to pay fees required or failure to abode by deed restrictions, after notice of failure

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

has been provided, that legal action will be taken if the situation is not corrected within the time limit set forth in the notice.

A legal action to enforce the deed restrictions shall be approved by a vote of a majority of the members voting in person or by proxy at any annual meeting or special meeting of the Association. The Board of Directors may initiate emergency legal action by a two-thirds vote of the Board members, without prior approval of the membership, if the Board finds that enforcement of the deed restrictions is required in order to protect the health and safety of members or to protect members from increased risk of legal liability for the actions of those who may be violating the restrictions. In the event that such emergency legal action is required, the Board shall present a full report of such action at the next meeting of the membership.

PURPOSE: To assure that the membership is aware of legal actions taken by the Board of Directors.

SECTION 7. DISASSOCIATION: In the event the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes to that of the Association.

SECTION 8. COMMON AREAS: The lots used as common areas and owned by the Association may not be mortgaged or conveyed with the consent of at least two-thirds of all the members of the Association then eligible to vote.

ARTICLE V
AMENDMENTS

Excepting as otherwise stated herein, these Bylaws may be altered, amended, or repealed by the affirmative vote of the majority of the members voting in person or by proxy at any Annual Meeting or any Special Meeting if notice of the proposed amendment be contained in the notice of said Special Meeting.

ARTICLE VI
PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION L. INDEMNIFICATION: The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1276

performance of duty. The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such Director of Officer or former Director of Officer or such person was not guilty of negligence or misconduct in performance of duty.

SECTION 2. EXPENSES ADVANCED: The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association.

SECTION 3. INSURANCE: The Association may purchase and maintain insurance o behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas.

SECTION 4. OTHER PROTECTION OR INDEMNIFICATION: The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise.

SECTION 5. PERSONAL BONDING: The Association may purchase personal bonding for any member of the Board of Directors.

ADOPTED 5/28/1985
AMENDED 5/16/1989
AMENDED 09/30/1989
AMENDED 09/22/1990
AMENDED 04/16/1991
AMENDED 09/10/1991
AMENDED 09/29/1991
AMENDED 06/20/1992

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1277

ADDENDUM "A"

Each owner shall pay one maintenance fee of $35.00 for each lot owned, and each owner shall pay one special assessment fee for each lot owned, but no owner shall pay more than one special assessment fee unless he or she owns more than one residence.

Definitions:

Lot:	Each lot as originally platted for the subdivision
Maintenance Fee:	$35.00 fee per lot fixed by deed restrictions
Special Assessment:	Additional fee imposed by membership vote
Residence:	Any lot with a residential structure used for human habitation
Improved lot:	Any lot with a residence or mobile home lot with utilities in place

Each property owner would be billed as follows:

A. One maintenance fee plus one special assessment fee for one lot ($35.00 + $65.00 = $100.00)

B. If more than one lot is owned, each additional unimproved lot would be billed on maintenance fee ($35.00)

C. If more than one lot is owned, each improved lot would be billed one maintenance fee plus one additional special assessment fee ($35.00 + $65.00 = $100.00)

D. If a residence is built over two or more lot lines, one maintenance fee plus one special assessment fee would be billed for the first lot, and one maintenance fee would be billed for each additional lot. (Example: One house on two lots: $35.00 + $65.00 + $35.00 = $135.00)

E. A mobile home lot with utilities in place would be billed as a residence. ($35.00 + $65.00 = $100.00)

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1278

A.S.P.O.A Board of Directors

APPROVED

Brooks Yeilding

Jay Garza

Jeannie Fuchs

Patrice Hathaway

Ann Austin

Jack Stoker

Margorie Whitehead

Tommy Cain

Patrick Galarneau

Sworn to and before me this 21st day of July, 1994 A.D.

ANNA M. ROWLAN NOTARY PUBLIC STATE OF TEXAS

Anna M. Rowlan, Notary Public of and for the State of Texas.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12235 1279

FILED

94 JUL 25 PM 3:42

DANA [illegible] BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JUL 25 1994

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12235 1280

FILM CODE
00005415727

STATE OF TEXAS
COUNTY OF TRAVIS

DOCUMENT TO NULLIFY "NOTICE TO PROSPECTIVE PURCHASERS OF APACHE SHORES PROPERTY OWNERS ASSOCIATION REGARDING RULES, BY-LAWS, DECLARATION, RESALE CERTIFICATES AND MANAGEMENT"

This document is to nullify/revoke the "Notice to Prospective Purchasers of Apache Shores Property Regarding By-Laws, Declaration of Covenants, Condition, and Restrictions filed of record in Volume 3778, Page 1303, Real Property Records of Travis County, Texas, Resale Certificates and Management" filed with the State of Texas, Travis County, Real Property Tax Records, File No. _____ on _____. Let it be known that effective April 4, 1996, Edelman Management Corp., d.b.a. David B. Edelman Company no longer is the Registered Agent of Record or the Managing Agent of Apache Shores Property Owners Association, Inc.

Furthermore, let it be known that effective April 4, 1996 the "Transfer Fee" clause #4, of said "Notice to Prospective Purchasers of Apache Shores Property, Section 2, Regarding By-Laws, Declaration, Resale Certificates and Management" is voided, nullified and not transferred

Dated this 4th day of April, 1996.

Apache Shores Property Owners Association, Inc

By: Marjorie P. Whitehead

Print Name: Marjorie P. Whitehead

Title: Acting President ASPOA

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on April 4th, 1996, by Marjorie P. Whitehead, as Acting President of Apache Shores Property Owners Association, Inc., Section 2, a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

Caroline M. Touchet
Notary Public for the State of Texas
Printed Name of Notary _____
My Commission Expires 05-10-99

CAROLINE M. TOUCHET
Notary Public, State of Texas
My Commission Expires
MAY 10, 1999

After recording, return to:
David B. Edelman Company
3355 Bee Caves Road, Suite 510
Austin, Texas 78746

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12660 0041

FILED

96 APR -8 AM 8:56

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

APR 8 1996

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: A0008e327 TRANS#: A1978 DEPT: REGULAR RECORD $11.00
CASHIER: BAMON FILE DATE: 4/8/96 TRANS DATE: 4/8/96
PAID BY: CHECK# 11430

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12660 0042

FILM CODE 00005648000

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78734

FILM CODE 00005644814

BYLAWS

ARTICLE I

MEMBERS

SECTION 1. MEMBERS: The Membership of the Apache Shores Property Owners Association, Inc. (the "Association") shall consist of all the persons owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas, who have paid to a current status their annual maintenance charges and other fees, and who have been certified by the Secretary of the Association as eligible to vote and entitled to use all amenities and services provided by the Association. As between the holder of fee simple title to any lot and the holder of a contract for deed to such lot, the holder of the contract for deed shall, upon providing a copy of such contract for deed to the Association, be considered as the owner of such lot and thereby eligible to be a Member for purposes of these Bylaws except where such contract for deed provides otherwise. In the event of uncertainty or a dispute regarding rights to membership, the Association shall be entitled to rely on tax records in ascertaining ownership for voting purposes. A husband and wife and/or any other joint or co-tenants owning property in such subdivision, whether such property shall be the separate property of one or community property, shall constitute one (1) Member.

SECTION 2. ANNUAL MEETING: The Annual Meeting of Members shall be held during March at a date set by the Board of Directors. Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws.

SECTION 3. SPECIAL MEETING: A Special Meeting of Members may be called at any time by the Members of the Association having not less than one-tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President. Only such business shall be transacted at a Special Meeting as may be stated or indicated in the notice of such meeting.

SECTION 4. PLACE: Unless otherwise specified in the notice of each meeting, each meeting of Members shall be held at the Apache Shores Subdivision, Austin, Texas.

SECTION 5. NOTICE: Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be sent not less than ten (10) nor more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the Meeting, to each Member of record as of the 15th day prior to the month when notice is mailed to the most recent address of such Members according to the records of the Association.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

SECTION 6. QUORUM: Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, Members holding ten percent (10%) of the votes entitled to be cast, present in person or by ballot, shall constitute a quorum. The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the Membership unless the vote of a greater number is required by law, the Articles of Incorporation, or the Bylaws. The Members present at any meeting, when less than a quorum is present, may recess the meeting, and if the meeting is later reconvened, any business may be transacted at the reconvened meeting which could have been conducted at the earlier meeting. No notice of adjournment, other than announcement at the meeting, need be given.

SECTION 7. VOTING: At each meeting, Members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by ballot as provided in these Bylaws in Section 8 of Article I. Each Member shall have only one vote regardless of the number of lots owned. Amounts owed to the Association must be paid prior to the closing of the voting roll. The Board shall provide by rule for the closing of the voting roll at a day and time prior to the call to order of the meeting.

SECTION 8. BALLOTS: A Member who is eligible to vote at a meeting of the Members may vote in person or by written ballot executed by the Member. No proxy voting of members shall be allowed. A written ballot must be in the form promulgated by the Board and may be voted only: (a) For or against a proposed assessment; (b) For or against a proposed annual budget; (c) For or against a proposed Bylaw Amendment; or (d) For the election of Directors. A ballot must specifically identify the proposed item upon which a vote is being taken and indicate whether the Member wishes to vote in favor of or in opposition to each such item. Ballots must be signed by the Member and presented to the Board or its designated agent prior to such use in the meeting. The Board shall by rule provide for reasonable deadlines prior to a prospective Members' Meeting, for the submission of ballots, for the designation of an independent agent to receive and tabulate such ballots and for general procedures for the use and voting of ballots both prior to and during a Members' Meeting which are not in conflict with these Bylaws.

SECTION 9. ELECTION OF DIRECTORS AND OFFICERS: At each election for Directors and Officers, every Member entitled to vote at such election shall have the right to vote, in person or by ballot, for as many persons as there are Directors or Officers to be elected. At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail.

SECTION 10. OFFICERS: The President shall preside at and the Secretary shall keep the records of each meeting of Members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE: The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a Member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association. The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the Members at any Annual or Special Meeting of the Membership, provided that the number of Directors shall never be less than three.

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected. The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years. Any Director may be removed from office by a two-thirds vote of all the Members of the Association. If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board.

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 2. MEETING OF DIRECTORS: The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine.

SECTION 3. FIRST MEETING: Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the Membership, and no notice of such meeting shall be necessary.

SECTION 4. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meeting shall not be required.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

SECTION 5. SPECIAL MEETINGS: Special Meetings of the Board of Directors shall be held whenever called by the President, by the Secretary or by a majority of the Directors then in office. The Secretary shall give notice of each Special Meeting at least two (2) days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

SECTION 6. QUORUM: A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws.

SECTION 7. ORDER OF BUSINESS: At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting.

SECTION 8. COMPENSATION: Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors.

SECTION 9. EXECUTIVE COMMITTEE: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute. The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time.

ARTICLE III

OFFICERS

SECTION 1. TITLES AND TERMS OF OFFICE: The Officers of the Association (who shall be Members of the Association) shall be a President, who shall be a Director, one or more Vice Presidents,

RECORDED PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary. Each Officer shall hold office for the term of two years and until his successor shall have been elected and qualified. All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the Members of the Association voting in person or by proxy at any Annual or Special Meeting. A vacancy in the office of any Officer by reason of resignation, death, termination of Membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors.

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT: The President shall be the Chief Executive Officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association; he shall preside at all meetings of the Membership and of the Board of Directors.

SECTION 3. VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4. TREASURER: The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors; whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

SECTION 5. SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Membership in books provided for that purpose; he shall attend to the giving and serving of all notices; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours; and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

SECTION 6. COMPENSATION: Officers as such shall not receive any salary or compensation for their services.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1. DUES: The annual maintenance fee as established in the Declaration of Restrictions for each section of the Subdivision (the "Declarations") is $35.00 per Lot, unless this amount is changed by amendment of the Declarations in which event such fee shall be the amount established in such amended Declarations. In addition to the annual maintenance fees, the Board may propose Designated Assessments for specific purposes which each must be specified and approved by a majority vote of the Board and thereafter approved by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members. The lien in favor of the Association securing the payment of the annual maintenance fee and Designated Assessments shall be subordinate to the duly recorded lien of any first mortgage. The personal obligation of each Member to pay for annual maintenance fees and Designated Assessments assessed against a lot or lots owned by such Member shall not pass to successors in title unless expressly assumed by such successors.

SECTION 2. FISCAL YEAR: The fiscal year of the Association shall be as determined by the Board of Directors.

SECTION 3. SEAL: The Association shall not have a seal.

SECTION 4. NOTICE AND WAIVER OF NOTICE: Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, Members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by a Member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

SECTION 5. RESIGNATIONS: Any Director, Officer or member of a committee may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 6. LEGAL ACTIONS: The Board of Directors has the authority of the Membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, and failure to abide by health and safety rules. A legal action to enforce the deed restrictions must be approved by a two-thirds vote of the members of the Board then in office prior to initiation thereof, provided such Members have been notified by mail of such failure to pay such fees required or such failure to abide by deed restrictions, and that legal action will be taken if the situation is not corrected within the time limit set forth in the notice. In the event that such legal action is required, the Board shall present a full report of such action at the next meeting of the Membership.

SECTION 7. DISASSOCIATION: In the event the Association is dissolved for any reason, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes to that of the Association.

SECTION 8. COMMON AREAS: The lots used as common areas and owned by the Association may not be mortgaged or conveyed without the consent of at least two-thirds of all the Members of the Association then eligible to vote.

SECTION 9. CHARGES AND FEES: The Board shall have the authority to: (a) Enact reasonable late charges for the late payment of maintenance fees, designated assessments and other charges owed by Members to the Association; (b) Assess costs of collection, including legal fees, incurred in attempting to collect fees, assessments and other amounts owed by a Member to the Association against such Member; and (c) Enact reasonable service fees for the performance by the Association of administrative tasks such as review of building plans and filing and release of liens.

SECTION 10. RULES AND REGULATIONS: The Board shall have the authority to enact and enforce reasonable rules and regulations regarding the health and safety of its Members. The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations or these Bylaws. Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE V

AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative, majority vote of the Members voting in person or by proxy at any annual or special meeting of the Members where notice of the proposed alteration, amendment or repeal is contained in the notice to Members of such meeting.

ARTICLE VI

PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION 1. INDEMNIFICATION: The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such Director or Officer or former Director or Officer or such person was not guilty of negligence or misconduct in performance of duty.

SECTION 2. EXPENSES ADVANCED: The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association.

SECTION 3. INSURANCE: The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas.

SECTION 4. OTHER PROTECTION OR INDEMNIFICATION: The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0015

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

Executed this 29 th day of October, 1997.

Apache Shores Property Owner Association, Inc.

By: _____
Secretary - James R. Mc Cune

THE STATE OF TEXAS [
[
COUNTY OF TRAVIS [

SUBSCRIBED AND SWORN TO BEFORE ME by said, JAMES R. MC CUNE, SECRETARY of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 29th day of October, 1997.

BRUCE FOWLER JR.
Notary Public, State of Texas
My Commission Expires
MARCH 24, 2001

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS

Return: ~~A.S.P.O.A.~~ 14919 General Williamson Drive, Austin, TX 78734

ASPOA

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise.

SECTION 5. PERSONAL BONDING: The Association may purchase personal bonding for any member of the Board of Directors.

ADOPTED 05/28/1985
AMENDED 05/16/1989
AMENDED 09/30/1989
AMENDED 09/22/1990
AMENDED 04/16/1991
AMENDED 09/10/1991
AMENDED 09/29/1991
AMENDED 09/26/1992
AMENDED 09/24/1994
AMENDED 03/29/1997
AMENDED 07/12/1997

Executed this 28th th day of October, 1997.

Apache Shores Property Owner Association, Inc.

By: Thomas J. Archer
President - Thomas J. Archer

THE STATE OF TEXAS [
[
COUNTY OF TRAVIS [

SUBSCRIBED AND SWORN TO BEFORE ME by said, THOMAS J. ARCHER, PRESIDENT of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 28th th day of October, 1997.

NOTARY PUBLIC STATE OF TEXAS
CAROLE S. NOTA
Notary Public, State of Texas
My Commission Expires Jan. 4, 2000

Carole S Nota
NOTARY PUBLIC FOR THE STATE OF TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0017

EXHIBIT "A"

5.00

5.00
8-7558

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, FIRST INSTALLMENT
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS I
I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS I

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, FIRST INSTALLMENT, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 43, Page 29, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

1. Lots 473 and 474 shall not be subject to any of the hereinafter covenants, conditions, easements, restrictions or reservations. All of the rest of the lots are subject to the following, to-wit:

2. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings

DEED RECORDS
Travis County, Texas
3554 200

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0018 V-A-14

must be completed within six (6) months from the date construction commences. 8-735

3. No residence shall have less than 650 square feet of living space on the ground on first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 50 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

4. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities.

5. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

6. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10 foot wide easement along the road rights-of-way, a 6 foot wide easement along the rear line, and a 5 foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the

3554 201

V-A-15

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0019

utility lines and mains thereon, together with a right to trim and/o cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installation, operation or maintenance; together with the right to install,operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cau or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity, excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing operating or maintaining the above mentioned installations.

7. No dwelling shall be placed or erected on any tract of land or re-subdivided lots smaller than the lots as subdivided and shown on the recorded plat.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except

3554 202 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

V-A-16

13052 0020

in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns.

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence. Further, APACHE SHORES Property Owner's Association, Inc., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other prdvisions or restrictions which on the other hand

3554 203

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

V-A-17

13052 0021

shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, FIRST INSTALLMENT, shall be subject to an annual maintenance fee charge of $35.00, which each lot owner agrees to pay to APACHE SHORES Property Owner's Association, Inc., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES Property Owner's Association, Inc., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, FIRST INSTALLMENT to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $150.00.

EXECUTED this 23rd day of September, 1968.

(CORPORATE SEAL)

ATTEST:

Jan Wilde
Assistant Secretary

APACHE SHORES, INC.

By: John M. Pennington
Vice President

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23th day of September, A.D., 1968.

Beverly Phillips
Notary Public in and for
Harris County, Texas

(NOTARY SEAL)

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0022

3554 204

V-A-18 & 19

EXHIBIT "B"

Nov 3 J-69 AC CH A 6279 5.00

23-2467 5.00

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, SECTION 2
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESNETS:
COUNTY OF TRAVIS X

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 48, Page 58, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

1. Lots 852 and 899 shall not be subject to any of the hereinafter covenants, conditions, easements, restrictions or reservations. All of the rest of the lots are subject to the following, to-wit:

2. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0023

DEED RECORDS
Travis County, Texas

3778 1303

V-A-20

E

23-246

3. No residence shall have less that 650 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

4. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

5. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shal such structures extend into the Lake from the property line more than 20 feet.

6. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserve a 10 foot wide easement along the road rights-of-way, a 6 foot wide easement along the rear line, and a 5 foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installation,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0024

3778 1304

V-A-21

23-24E

...ration or maintenance; together with the right to install, operate ...nd maintain gas and water mains and appurtenances thereto; sewer ...nes, culverts and drainage ditches, reserving also the right of ...ngress and egress to such areas for any other purposes mentioned ...bove; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and /or through said lots. The owners of said lots shall have no cuase of action against APACHE ...ORES, INC., its successors, assigns or licensees either at law or ...n equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

7. No dwelling shall be placed or erected on any tract of land or re-subdivided lots smaller than the lots as subdivided and shown on the recorded plat.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

~~3728 1305~~

V-A-22

13052 0025

23-247

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence. Further, APACHE SHORES Property Owner's Association, Inc., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, SECTION 2 shall be subject to an annual maintenance fee charge of $35.00, which each lot owner agrees to pay to APACHE SHORES Property Owner's Association, Inc., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES Property Owners's Association, Inc., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, Section 2, to secure the

23-2471

prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

EXECUTED this 19th day of November, 1969.

(CORPORATE SEAL)

ATTEST: APACHE SHORES, INC.

Linda Lively
Assistant Secretary

BY: John M. Pennington
Vice President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person, and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of November, A.D., 1969.

Jane Dillon
Notary Public in and for
Harris County, Texas

(NOTARY SEAL)

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

NOV 25 1969

Emilie Lindberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1969 NOV 24 8 00 AM
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0027

3778 1307

V-A-24

EXHIBIT "C" Sec 3

DECLARATION OF RESTRICTIONS FOR APACHE SHORES, SECTION 3 TRAVIS COUNTY, TEXAS

~~26-3514~~ 3

FILED 11-7-70 5799 5.00

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 47, Page 47, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

1. Lots 1520, 1521, 1522 and 1523 shall not be subject to any of the hereinafter covenants, conditions, easements, restrictions or reservations. All of the rest of the lots are subject to the following, to-wit:

2. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences. No house trailers or mobile homes shall be permitted on any lots, except the following, to-wit:

Lots 37, 354, 355, 409, 410, 414, 415, 417, 418, 425, 430 thru 438, 440 thru 446, 478 thru 499, 505 thru 518, 552 thru 555, 581, 597, 598, 725 thru 786, 812, 813, 1139, 1514 thru 1518, 1524 thru 1532, 797, 798, 1487 thru 1492, and 1519.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0028

Sec 3

and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installation, operation or maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

7. No dwelling shall be placed or erected on any tract of land or resubdivided lots smaller than the lots as subdivided and shown on the recorded plat.

8. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns.

V.A.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0030

SEC 3

APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, Section 3, to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

EXECUTED this 9th day of March, 1970.

ATTEST: (CORPORATE SEAL)

ASSISTANT SECRETARY

APACHE SHORES, INC.

BY: VICE PRESIDENT

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of March, A.D., 1970.

(NOTARY SEAL)

NOTARY PUBLIC in and for Harris County, Texas

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on:

MAR 11 1970

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Mar 11 8 47 AM '70
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0032

EXHIBIT "D"

NOV 30-7023 1539 $ 5.00

DECLARATION OF RESTRICTIONS FOR APACHE SHORES, SECTION 4 TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 4, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 52, Page 18, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

1. Apache Shores, Inc. may designate all or a portion of one lot in this Section as the location for a sanitary sewage plant. All of the rest of the lots shall be subject to the following conditions, to-wit:

2. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No house trailers, tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences.

3. No residence shall have less than 650 square feet of living space on the ground or first floor, exclusive of porch area. All

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
13052 0033

DEED RECORDS
Travis County, Texas

~~3955 1827~~

V-A-3c

building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 10 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

4. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become any annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

5. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

6. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10 foot wide easement along the road rights-of-way, a 6 foot wide easement along the rear line, and a 5 foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installation, operation or maintenance; together with the right to install, operate and

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0034

~~2955 1023~~

V-A-31

maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

7. No dwelling shall be placed or erected on any tract of land or re-subdivided lots smaller than the lots as subdivided and shown on the recorded plat.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns.

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs,

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0035

executors, administrators, and assigns, and if said owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence. Further, APACHE SHORES Property Owner's Association, Inc., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, SECTION 4 shall be subject to an annual maintenance fee charge of $35.00, which each lot owner agrees to pay to APACHE SHORES Property Owner's Association, Inc., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES Property Owner's Association, Inc., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, SECTION 4, to secure the prompt payment of the water assessments imposed upon each lot at the time water is

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0036

made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

EXECUTED THIS 25th day of November, 1970.

ATTEST: APACHE SHORES, INC.

Assistant Secretary

BY: Vice President

(CORPORATE SEAL)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of November, A.D., 1970.

NOTARY SEAL

Notary Public in and for Harris County, Texas

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

NOV 30 1970

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

Nov 30 8 15 AM '70

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0037

3955 1831

V-A-34

EXHIBIT "E"

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, SECTION 5
TRAVIS COUNTY, TEXAS

~~4.0 1005~~

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 55, Page 41, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

All of the lots in all of the Blocks of this Section shall be subject to the following covenants, conditions, easements, restrictions and reservations, to-wit:

1. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside walls. No tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences. No mobile homes shall be permitted on any lots in any Blocks except the following, to-wit:

(a) All of the lots in Blocks lettered "B", "C", "D", "E", "F", "G", "H", "K" and "L".

(b). All additional lots in additional Blocks from time to time designated as mobile home lots by amendment or amendments hereto in writing by APACHE SHORES, INC. and filed of record.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0038

DEED RECORDS ~~4129 1030~~

All mobile homes shall be set up in a permanent fashion and under-pinned with masonry, rock, brick, block or stone.

2. No residence shall have less than 650 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., it successors or assigns.

3. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities and all septic tanks must be so approved prior to the commencement of construction of a residence, or the placement of a mobile home on a lot, as the case may be. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

4. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

5. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10-foot wide easement along the road rights-of-way, a 6-foot wide easement along the rear line, and a 5-foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installations, operation or maintenance; together with the right to install, operate and maintain gas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0039

and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licenses also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., it successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

6. No dwelling shall be placed or erected on any tract of land or resubdivided lots smaller than the lots as subdivided and shown on the recorded plat.

7. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns. APACHE SHORES, INC. reserves the right to designate one or more lots in this Section to be used for additional water supply facilities and upon such designation these restrictions shall not apply to such lots.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0040

said owners, their heirs, executors, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurence. Further, APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

13. Each lot owner in APACHE SHORES, SECTION 5, shall be subject to an annual maintenance fee charge of $35.00 which each lot owner agrees to pay to APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns, does hereby reserve a lien against each lot in APACHE SHORES, Section 5, to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0041

EXECUTED this 10th day of August, 1971.

APACHE SHORES, INC.

ATTEST:

BY: _____
VICE PRESIDENT

_____
Assistant Secretary

(CORPORATE SEAL)

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of August, A.D., 1971.

_____
Notary Public in and for
Harris County, Texas

NOTARY SEAL

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

AUG 12 1971

_____
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
Aug 12 8 05 AM '71
_____
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0042

1031

EXHIBIT "F"

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, SECTION 6
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, Section 6, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 61, Page 6, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

All of the lots in all of the Blocks of this Section shall be subject to the following covenants, conditions, easements, restrictions and reservations, to-wit:

1. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences. No mobile homes or house trailers shall be permitted on any lot.

2. No residence shall have less than 1,200 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

3. No noxious or offensive trade or activity shall be permitted on any lot, nor

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0043

DEED RECORDS
Travis County, Texas

shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities and all septic tanks must be so approved prior to the commencement of construction of a residence, or the placement of a mobile home on a lot, as the case may be. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

4. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

5. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10-foot wide easement along the road rights-of-way, a 6-foot wide easement along the rear line, and a 5-foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installations, operation or maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0044

caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

6. No dwelling shall be placed or erected on any tract of land or resubdivided lots smaller than the lots as subdivided and shown on the recorded plat.

7. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns. APACHE SHORES, INC. reserves the right to designate one or more lots in this Section to be used for additional water supply facilities and upon such designation these restrictions shall not apply to such lots.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurence. Further, APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0045

covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

12. Each lot owner in APACHE SHORES, SECTION 6; shall be subject to an annual maintenance fee charge of $35.00 which each lot owner agrees to pay to APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns does hereby reserve a lien against each lot in APACHE SHORES, Section 6, to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00.

EXECUTED this 16th day of August, 1972.

APACHE SHORES, INC.

BY: _____
Vice President

(CORPORATE SEAL)

ATTEST:

Gale Christ
Assistant Secretary

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0046

THE STATE OF TEXAS I

COUNTY OF HARRIS I

04-3053

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of August, A.D., 1972.

NOTARY SEAL

Catherine Reuter

Notary Public in and for
Harris County, Texas

FILED
AUG 21 8 06 AM '72
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

AUG 21 1972

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0047

EXHIBIT "G"

DECLARATION OF RESTRICTIONS FOR
APACHE SHORES, SECTION 7
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT APACHE SHORES, INC., as owner of all of the lots in APACHE SHORES, SECTION 7, a subdivision in Travis County, Texas, according to the map or plat thereof filed for record in Plat Book 64, Page 80, of the Plat Records of Travis County, Texas, does hereby declare that the above Section or Installment in the above subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions and reservations hereinafter set out, as follows, to-wit:

All of the lots in all of the Blocks of this Section shall be subject to the following covenants, conditions, easements, restrictions and reservations, to-wit:

1. Not more than one single family dwelling may be erected or constructed on any one lot, nor more than one other building for garage or storage purposes and provided further that no building shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on any lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No tents, shacks or other similar structures shall be erected, moved to, or placed upon any lot. All buildings must be completed within six (6) months from the date construction commences. No mobile homes or house trailers shall be permitted on any lot.

2. No residence shall have less than 1,200 square feet of living space on the ground or first floor, exclusive of porch area. All building plans are subject to approval of APACHE SHORES, INC., or its assigns. No porch or other projection of any building shall extend nearer than 10 feet from any road right-of-way, nor nearer than 5 feet from the property line of any abutting property owner, nor within 30 feet from the normal high water line of Lake Austin, without the written permission of APACHE SHORES, INC., its successors or assigns.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0048

DEED RECORDS
1657 477

3. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of APACHE SHORES, INC., or its successors or assigns. No septic tanks shall be installed on any lot without prior approval of all appropriate governmental authorities and all septic tanks must be so approved prior to the commencement of construction of a residence, or the placement of a mobile home on a lot, as the case may be. Further, all lots abutting Lake Austin shall be subject to the terms and restrictions set out on the recorded plat with regard to septic and sewer systems.

4. No boat docks, floats, or other structures shall be constructed or placed into or on Lake Austin without having first complied with all the rules and regulations of the City of Austin, Texas, and/or the Lower Colorado River Authority, but in no event shall such structures extend into the Lake from the property line more than 20 feet.

5. APACHE SHORES, INC., for itself, its successors, assigns and licensees reserves a 10-foot wide easement along the road rights-of-way, a 6-foot wide easement along the rear line, and a 5-foot wide easement along the side line of each and every lot for the purpose of installing, operating and maintaining the utility lines and mains thereon, together with a right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever for said installations, operation or maintenance; together with the right to install, operate and maintain gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any other purposes mentioned above; excepting, however, where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subjected to the aforementioned side lot line easements. APACHE SHORES, INC., for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against APACHE SHORES, INC., its successors, assigns or licensees either at law or in equity excepting in the case of willful negligence, by reason of any damage caused to said lots or improvements thereon in installing, operation or maintaining the above mentioned installations.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0049

1057 1170

6. No dwelling shall be placed or erected on any tract of land or resubdivided lots small than the lots as subdivided and shown on the recorded plat.

7. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

8. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No individual water supply system shall be permitted on any lot. All water must be furnished by APACHE SHORES UTILITY CORP., its successors or assigns. APACHE SHORES, INC. reserves the right to designate one or more lots in this Section to be used for additional water supply facilities and upon such designation these restrictions shall not apply to such lots.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators, and assigns, and if said owners, their heirs, executors, successors, or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from doing so by appropriate injunctive relief, or to recover damages for such occurrence, Further, APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., may in its name enforce these restrictions by any proceeding at law or in equity. These restrictions shall be in force and effect for a period of twenty-five (25) years from the date of the execution hereof, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
13052 0050

11. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions or restrictions which on the other hand shall remain in full force and effect.

12. Each lot owner in APACHE SHORES, SECTION 7, shall be subject to an annual maintenance fee charge of $35.00 which each lot owner agrees to pay to APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., its successors and assigns, annually on the first day of March commencing in the year following the date of the purchase of a lot by an owner. To secure the payment of said maintenance fee APACHE SHORES PROPERTY OWNER'S ASSOCIATION, INC., is hereby granted a lien upon each lot to secure the payment thereof. APACHE SHORES, INC., its successors and assigns does hereby reserve a lien against each lot in APACHE SHORES, SECTION 7, to secure the prompt payment of the water assessments imposed upon each lot at the time water is made available to each lot, which assessment is in the amount of $3.00 per running foot, with a minimum assessment of $180.00

EXECUTED this 28th day of May, 1973.

APACHE SHORES, INC.

BY: _____
Vice President

(CORPORATE SEAL)

ATTEST:

_____
Assistant Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, on this day personally appeared JOHN M. PENNINGTON, Vice President of APACHE SHORES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, A.D., 1973

(NOTARY SEAL)

_____
Notary Public in and for
Harris County, Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0051

FILED

97 OCT 30 AM 11:52

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIPT#: A00091323 TRANS#: A5857 DEPT: REGULAR RECORD 497.00
CASHIER: PATHU FILE DATE: 10/30/97 TRANS DATE: 10/30/97
PAID BY: CHECK# 1688

RECORDER'S MEMORANDUM-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

OCT 30 1997

COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13052 0052

TRV 2000067610
9 pgs

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78734

BYLAWS

ARTICLE I

MEMBERS

SECTION 1. MEMBERS. The Membership of the Apache Shores Property Owners Association, Inc (the "Association") shall consist of all the persons owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas, who have paid to a current status their annual maintenance charges and other fees, and who have been certified by the Secretary of the Association as eligible to vote and entitled to use all amenities and services provided by the Association. As between the holder of fee simple title to any lot and the holder of a contract for deed to such lot, the holder of the contract for deed shall, upon providing a copy of such contract for deed to the Association, be considered as the owner of such lot and thereby eligible to be a Member for purposes of these Bylaws except where such contract for deed provides otherwise In the event of uncertainty or a dispute regarding rights to membership, the Association shall be entitled to rely on tax records in ascertaining ownership for voting purposes. A husband and wife and/or any other joint or co-tenants owning property in such subdivision, whether such property shall be the separate property of one or community property, shall constitute one (1) Member

SECTION 2. ANNUAL MEETING The Annual Meeting of Members shall be held during March at a date set by the Board of Directors. Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws

SECTION 3. SPECIAL MEETING A Special Meeting of Members may be called at any time by the Members of the Association having not less than one tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President Only such business shall be transacted at a Special Meeting as may be stated or indicated in the notice of such meeting.

SECTION 4. PLACE: Unless otherwise specified in the notice of each meeting, each meeting of Members shall be held at the Apache Shores Subdivision, Austin, Texas.

SECTION 5. NOTICE: Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be sent not less than ten (10) nor more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the Meeting, to each Member of record as of the 15th day prior to the month when notice is mailed to the most recent address of such Members according to the records of the Association

SECTION 6. QUORUM: Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, Members holding ten percent (10%) of the votes entitled to be cast, present in person or by ballot, shall constitute a quorum. The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the Membership unless the vote of a greater number is required by law, the Articles of Incorporation, or the Bylaws. The Members present at any meeting, when less than a quorum is present, may recess the meeting, and if the meeting is later reconvened, any business may be transacted at the reconvened meeting which could have been conducted at the earlier meeting. No notice of adjournment, other than announcement at the meeting, need be given.

SECTION 7. VOTING At each meeting, Members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by ballot as provided in these Bylaws in Section 8 of Article I Each Member shall have only one vote regardless of the number of lots owned. Amounts owed to the Association must be paid prior to the closing of the voting roll. The Board shall provide by rule for the closing of the voting roll at a day and time prior to the call to order of the meeting

SECTION 8. BALLOTS A Member who is eligible to vote at a meeting of the Members may vote in person or by written ballot executed by the Member. No proxy voting of members shall be allowed A written ballot must be in the form promulgated by the Board and may be voted only: (a) For or against a proposed assessment, (b) For or against a proposed annual budget, (c) For or against a proposed Bylaw Amendment; or (d) For the election of Directors. A ballot must specifically identify the proposed item upon which a vote is being taken and indicate whether the Member wishes to vote in favor of or in opposition to each such item. Ballots must be signed by the Member and presented to the Board or its designated agent prior to such use in the meeting The Board shall by rule provide for reasonable deadlines prior to a prospective Members' Meeting, for the submission of ballots, for the designation of an independent agent to receive and tabulate such ballots and for general procedures for the use and voting of ballots both prior to and during a Members' Meeting which are not in conflict with these Bylaws.

SECTION 9. ELECTION OF DIRECTORS AND OFFICERS: At each election for Directors and Officers, every Member entitled to vote at such election shall have the right to vote, in person or by ballot, for as many persons as there are Directors or Officers to be elected At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail

SECTION 10. OFFICERS: The President shall preside at and the Secretary shall keep the records of each meeting of Members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors.

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE: The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a Member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association. The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the Members at any Annual or Special Meeting of the Membership, provided that the number of Directors shall never be less than three

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected. The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years. Any Director may be removed from office by a two-thirds vote of all the Members of the Association. If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with ARTICLE IV SECTION 6 of the Bylaws, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the director being replaced. No Director may resign their position to fill another vacated position

SECTION 2. MEETING OF DIRECTORS: The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine.

SECTION 3. FIRST MEETING: Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the Membership, and no notice of such meeting shall be necessary.

SECTION 4. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meeting shall not be required.

SECTION 5. SPECIAL MEETINGS. Special Meetings of the Board of Directors shall be held whenever called by the President, by the Secretary or by a majority of the Directors then in office. The Secretary shall give notice of each Special Meeting at least two (2) days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted

SECTION 6. QUORUM: A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws

SECTION 7. ORDER OF BUSINESS. At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting

SECTION 8. COMPENSATION. Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors

SECTION 9. EXECUTIVE COMMITTEE: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute. The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time

ARTICLE III

OFFICERS

SECTION 1. TITLES AND TERMS OF OFFICE: The Officers of the Association (who shall be Members of the Association) shall be a President, who shall be a Director, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary Each Officer shall hold office for the term of two years and until his successor shall have been elected and qualified All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the Members of the Association voting in person or by proxy at any Annual or Special Meeting A vacancy in the office of any

Officer by reason of resignation, death, termination of Membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT: The President shall be the Chief Executive Officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association; he shall preside at all meetings of the Membership and of the Board of Directors.

SECTION 3. VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4. TREASURER The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors; whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors, he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require

SECTION 5. SECRETARY The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Membership in books provided for that purpose; he shall attend to the giving and serving of all notices, he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours, and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors

SECTION 6. COMPENSATION· Officers as such shall not receive any salary or compensation for their services

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1. DUES: The annual maintenance fee as established in the Declaration of Restrictions for each section of the Subdivision (the "Declarations") is $35.00 per Lot, unless this amount is changed by amendment of the Declarations in which event such fee shall be the amount established

in such amended Declarations In addition to the annual maintenance fees, the Board may propose Designated Assessments for specific purposes which each must be specified and approved by a majority vote of the Board and thereafter approved by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members The lien in favor of the Association securing the payment of the annual maintenance fee and Designated Assessments shall be subordinate to the duly recorded lien of any first mortgage. The personal obligation of each Member to pay for annual maintenance fees and Designated Assessments assessed against a lot or lots owned by such Member shall not pass to successors in title unless expressly assumed by such successors.

SECTION 2. FISCAL YEAR: The fiscal year of the Association shall be as determined by the Board of Directors.

SECTION 3. SEAL· The Association shall not have a seal

SECTION 4. NOTICE AND WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto

Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, Members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other Participation in a meeting by a Member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened

SECTION 5. RESIGNATIONS: Any Director, Officer or member of a committee may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 6. LEGAL ACTIONS: The Board of Directors has the authority of the Membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, and failure to abide by health and safety rules A legal action to enforce the deed restrictions must be approved by a two-thirds vote of the members of the Board then in office prior to initiation thereof, provided such Members have been notified by mail of such failure to pay such fees required or such failure to abide by deed restrictions, and that legal action will be taken if the situation is not corrected within the time limit set forth in the notice In the event that such legal action is required, the Board shall present a full report of such action at the next meeting of the Membership.

SECTION 7. DISASSOCIATION: In the event the Association is dissolved for any reason, the assets of the Association shall be by the owners of lots of Apache Shores Subdivision, in Travis County, in the State of Texas in undivided interests based on one portion for each lot owned. Such ownership shall be appurtenant to lot ownership, inseparable for the same and shall pass with tile to the lot.

SECTION 8. COMMON AREAS: The lots used as common areas and owned by the Association may not be mortgaged or conveyed without the consent of at least two thirds of all the Members of the Association then eligible to vote

SECTION 9. CHARGES AND FEES· The Board shall have the authority to: (a) Enact reasonable late charges for the late payment of maintenance fees, designated assessments and other charges owed by Members to the Association; (b) Assess costs of collection, including legal fees, incurred in attempting to collect fees, assessments and other amounts owed by a Member to the Association against such Member, and (c) Enact reasonable service fees for the performance by the Association of administrative tasks such as review of building plans and filing and release of liens.

SECTION 10. RULES AND REGULATIONS. The Board shall have the authority to enact and enforce reasonable rules and regulations regarding the health and safety of its Members. The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations or these Bylaws Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations

ARTICLE V

AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative, majority vote of the Members voting in person or by proxy at any annual or special meeting of the Members where notice of the proposed alteration, amendment or repeal is contained in the notice to Members of such meeting.

ARTICLE VI

PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION 1. INDEMNIFICATION: The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such

Director or Officer or former Director or Officer or such person was not guilty of negligence or misconduct in performance of duty.

SECTION 2. EXPENSES ADVANCED: The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association.

SECTION 3. INSURANCE: The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas

SECTION 4. OTHER PROTECTION OR INDEMNIFICATION The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise

SECTION 5. PERSONAL BONDING· The Association may purchase personal bonding for any member of the Board of Directors

ADOPTED 05/28/1985
AMENDED 05/16/1989
AMENDED 09/30/1989
AMENDED 09/22/1990
AMENDED 04/16/1991
AMENDED 09/10/1991
AMENDED 09/29/1991
AMENDED 09/26/1992
AMENDED 09/24/1994
AMENDED 03/29/1997
AMENDED 07/12/1997
AMENDED 03/25/2000

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

Executed this 25 day of April, 2000

Apache Shores Property Owners Association, Inc

By Judy Wilcox
President – Judy A Wilcox

The State of Texas [
[
County of Travis [

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm Exp 03-10-2002

SUBSCRIBED AND SWORN TO BEFORE ME by said, JUDY A WILCOX, PRESIDENT of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC A Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of April, 2000

Shirley Carol Owens
Notary Public for the State of Texas

Executed this 25 day of April, 2000.

Apache Shores Property Owners Association, Inc

By
Secretary – Leslie L Henderson, Jr.

The State of Texas [
[
County of Travis [

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm Exp. 03-10-2002

SUBSCRIBED AND SWORN TO BEFORE ME by said, Secretary of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC A Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of April, 2000

Shirley Carol Owens
Notary Public for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

05-03-2000 03 18 PM 2000067610
GILBERT $25 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRV 2001046286
2 pgs

March 7, 2001

POLICY AND PROCEDURE

The Apache Shores Board of Directors establishes the following procedure regarding the "examining and copying of records" by Members of the Apache Shores Property Owners Association, a non-profit corporation located in Travis County, Austin, Texas

The Texas nonprofit Corporation Act-13 96-2 23 states "a member of a corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the corporation relevant to that purpose, *at the expense of the member*"

The procedure for examining and/or copying Association records is as follows

- Member must complete request form and submit to the Apache Shores Property Owners Association office
- Secretary of the Association certifies membership and approves relevant purpose
- Secretary arranges, either verbally or in writing, a reasonable time for the examining of records by the Member
- Any expenses associated with the copying of records for the Member are due in advance, once the Member has requested said copies The current membership list will not be printed until full payment has been received (due to the volume of pages involved)

This Texas State law directs the expense of examining and copying the records to the member, therefore this policy shall become part of the Apache Shores Property Owners Association Policy and Procedure Manual, located in the Association office at 14919 General Williamson Drive, Austin, Texas
This Policy and Procedure Manual is also recorded at the Travis County Courthouse

The Board has a fiduciary responsibility to protect and preserve the records of the Association Therefore, this policy is set into place in order to protect and preserve the integrity of the Association records

If the records to be examined and/or copied require the assistance of the Apache Shores Property Owners Association personnel, the Member will be liable for the following established fee schedule

1st half hour (30 minutes) at no charge
$25 00 for the next hour (60 minutes) and,
$20 00 for each hour (60 minutes) thereafter

This policy becomes effective immediately

Board of Directors indicating approval

Judy Wilcox Phelps Judy Wilcox Phelps
Bob Cawthon
Jackie Wheeless Jackie Wheeless
Terri Stewart Terri Stewart
Judy Higgins Judy Higgins
Les Henderson
Mickey Decker
Peter Lohmann
Doug Saille
Dave Heckler
Lance Hadley

This Document was sworn + scribed before me on 3-07-2001.

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-10-2002

Shirley Carol Owens

Ret- Apache Shores Property Owners
14919 General Williamson Dr.
Austin, Tx 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

03-28-2001 10 35 AM 2001046286
RYCZEKD $11 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRV 2001047841
10 pgs

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78734

BYLAWS

ARTICLE I

MEMBERS

SECTION 1. MEMBERS The Membership of the Apache Shores Property Owners Association, Inc (the "Association") shall consist of all the persons owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas, who have paid to a current status their annual maintenance charges and other fees, and who have been certified by the Secretary of the Association as eligible to vote and entitled to use all amenities and services provided by the Association As between the holder of fee simple title to any lot and the holder of a contract for deed to such lot, the holder of the contract for deed shall, upon providing a copy of such contract for deed to the Association, be considered as the owner of such lot and thereby eligible to be a Member for purposes of these Bylaws except where such contract for deed provides otherwise In the event of uncertainty or a dispute regarding rights to membership, the Association shall be entitled to rely on tax records in ascertaining ownership for voting purposes A husband and wife and/or any other joint or co-tenants owning property in such subdivision, whether such property shall be the separate property of one or community property, shall constitute one (1) Member

SECTION 2. ANNUAL MEETING The Annual Meeting of Members shall be held during March at a date set by the Board of Directors Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws

SECTION 3. SPECIAL MEETING A Special Meeting of Members may be called at any time by the Members of the Association having not less than one tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President Only such business shall be transacted at a Special Meeting as may be stated or indicated in the notice of such meeting

SECTION 4. PLACE Unless otherwise specified in the notice of each meeting, each meeting of Members shall be held at the Apache Shores Subdivision, Austin, Texas

SECTION 5. NOTICE Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be sent not less than ten (10) nor more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the Meeting, to each Member of record as of the 15th day prior to the month when notice is mailed to the most recent address of such Members according to the records of the Association

SECTION 6. QUORUM Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, Members holding ten percent (10%) of the votes entitled to be cast, present in person or by ballot, shall constitute a quorum The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the Membership unless the vote of a greater number is required by law, the Articles of Incorporation, or the Bylaws The Members present at any meeting, when less than a quorum is present, may recess the meeting, and if the meeting is later reconvened, any business may be transacted at the reconvened meeting which could have been conducted at the earlier meeting No notice of adjournment, other than announcement at the meeting, need be given

SECTION 7. VOTING At each meeting, Members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by ballot as provided in these Bylaws in Section 8 of Article I Each Member shall have only one vote regardless of the number of lots owned Amounts owed to the Association must be paid prior to the closing of the voting roll The Board shall provide by rule for the closing of the voting roll at a day and time prior to the call to order of the meeting

SECTION 8. BALLOTS A Member who is eligible to vote at a meeting of the Members may vote in person or by written ballot executed by the Member No proxy voting of members shall be allowed A written ballot must be in the form promulgated by the Board and may be voted only (a) For or against a proposed assessment, (b) For or against a proposed annual budget, (c) For or against a proposed Bylaw Amendment, or (d) For the election of Directors A ballot must specifically identify the proposed item upon which a vote is being taken and indicate whether the Member wishes to vote in favor of or in opposition to each such item Ballots must be signed by the Member and presented to the Board or its designated agent prior to such use in the meeting The Board shall by rule provide for reasonable deadlines prior to a prospective Members' Meeting, for the submission of ballots, for the designation of an independent agent to receive and tabulate such ballots and for general procedures for the use and voting of ballots both prior to and during a Members' Meeting which are not in conflict with these Bylaws

SECTION 9. ELECTION OF DIRECTORS AND OFFICERS At each election for Directors and Officers, every Member entitled to vote at such election shall have the right to vote, in person or by ballot, for as many persons as there are Directors or Officers to be elected At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail

SECTION 10. OFFICERS The President shall preside at and the Secretary shall keep the records of each meeting of Members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a Member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the Members at any Annual or Special Meeting of the Membership, provided that the number of Directors shall never be less than three

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years Any Director may be removed from office by a two-thirds vote of all the Members of the Association If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with ARTICLE IV SECTION 6 of the Bylaws, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the director being replaced No Director may resign their position to fill another vacated position

SECTION 2. MEETING OF DIRECTORS The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine

SECTION 3. FIRST MEETING Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the Membership, and no notice of such meeting shall be necessary

SECTION 4. REGULAR MEETINGS Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors Notice of such regular meeting shall not be required

SECTION 5. SPECIAL MEETINGS Special Meetings of the Board of Directors shall be held whenever called by the President, by the Secretary or by a majority of the Directors then in office The Secretary shall give notice of each Special Meeting at least two (2) days before the meeting to each Director Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting At any meeting at which every Director shall be present, even though without any notice, any business may be transacted

SECTION 6. QUORUM A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws

SECTION 7. ORDER OF BUSINESS At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting.

SECTION 8. COMPENSATION Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors

SECTION 9. EXECUTIVE COMMITTEE The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time

ARTICLE III

OFFICERS

SECTION 1. TITLES AND TERMS OF OFFICE The Officers of the Association (who shall be Members of the Association) shall be a President, who shall be a Director, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint One person may hold more than one office, except that the President shall not hold the office of Secretary Each Officer shall hold office for the term of two years and until his successor shall have been elected and qualified. All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the Members of the Association voting in person or by ballot at any Annual or Special Meeting A vacancy in the office of any Officer by reason of resignation, death, termination of Membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT The President shall be the Chief Executive Officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association, he shall preside at all meetings of the Membership and of the Board of Directors

SECTION 3. VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken

SECTION 4. TREASURER The Treasurer shall have custody of all funds and securities of the Association which come into his hands When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors, he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors, whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association, he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors, he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require

SECTION 5. SECRETARY The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Membership in books provided for that purpose, he shall attend to the giving and serving of all notices, he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours, and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors

SECTION 6. COMPENSATION Officers as such shall not receive any salary or compensation for their services

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1. DUES The annual maintenance fee as established in the Declaration of Restrictions for each section of the Subdivision (the "Declarations") is $35 00 per Lot, unless this amount is changed by amendment of the Declarations in which event such fee shall be the amount established in such amended Declarations In addition to the annual maintenance fees, the Board may propose Designated Assessments for specific purposes which each must be specified and approved by a majority vote of the Board and thereafter approved by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members The lien in

attendance, in person or by ballot, at an annual or special meeting of the Members The lien in favor of the Association securing the payment of the annual maintenance fee and Designated Assessments shall be subordinate to the duly recorded lien of any first mortgage The personal obligation of each Member to pay for annual maintenance fees and Designated Assessments assessed against a lot or lots owned by such Member shall not pass to successors in title unless expressly assumed by such successors

SECTION 2. FISCAL YEAR The fiscal year of the Association shall be as determined by the Board of Directors

SECTION 3. SEAL The Association shall not have a seal

SECTION 4. NOTICE AND WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto

Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, Members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other Participation in a meeting by a Member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened

SECTION 5. RESIGNATIONS Any Director, Officer or member of a committee may resign at any time Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or the Secretary The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation

SECTION 6. LEGAL ACTIONS: The Board of Directors has the authority of the Membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, and failure to abide by health and safety rules A legal action to enforce the deed restrictions must be approved by a two-thirds vote of the members of the Board then in office prior to initiation thereof, provided such Members have been notified by mail of such failure to pay such fees required or such failure to abide by deed restrictions, and that legal action will be taken if the situation is not corrected within the time limit set forth in the notice In the event that such legal action is required, the Board shall present a full report of such action at the next meeting of the Membership

SECTION 7. DISASSOCIATION In the event the Association is dissolved for any reason, the assets of the Association shall be by the owners of lots of Apache Shores Subdivision, in Travis County, in the State of Texas in undivided interests based on one portion for each lot owned Such ownership shall be appurtenant to lot ownership, inseparable for the same and shall pass with title to the lot

SECTION 8. COMMON AREAS The lots used as common areas and owned by the Association may not be mortgaged or conveyed without the consent of at least two thirds of all the Members of the Association then eligible to vote

SECTION 9. CHARGES AND FEES The Board shall have the authority to (a) Enact reasonable late charges for the late payment of maintenance fees, designated assessments and other charges owed by Members to the Association, (b) Assess costs of collection, including legal fees, incurred in attempting to collect fees, assessments and other amounts owed by a Member to the Association against such Member, and (c) Enact reasonable service fees for the performance by the Association of administrative tasks such as review of building plans and filing and release of liens

SECTION 10. RULES AND REGULATIONS The Board shall have the authority to enact and enforce reasonable rules and regulations regarding the health and safety of its Members The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations or these Bylaws Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations

SECTION 11. GARBAGE COLLECTIONS CONTRACTS In addition to the other powers granted to the Association by law or in accordance with the Declarations for each section of the Subdivision, the Association, acting by and through the vote of the majority of the members of the Board of Directors, has the authority to enter into contract with providers of services to pick up trash and other waste (other than toxic wastes and environmental hazards, as those terms are defined by Federal and State of Texas statutes, which shall remain the responsibility of the Members of the Association and the occupants of the Lots), as the irrevocable agent and as the irrevocable attorney in fact of each Member of the Association, which contracts shall be binding on and inure to the benefit of each Member of the Association, their successors and assigns The terms of the contract shall be left to the discretion of the majority of the members of the Board of Directors Each property owner with an improved lot that has water service, shall be responsible to pay to the provider of the services to pick up trash, the compensation agreed to in the contract negotiated by the Board of Directors, as billed directly to each property owner with an improved lot that has water service

ARTICLE V

AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative, majority vote of the Members voting in person or by ballot at any annual or special meeting of the Members where notice of the proposed alteration, amendment or repeal is contained in the notice to Members of such meeting

ARTICLE VI

PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION 1. INDEMNIFICATION The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such Director or Officer or former Director or Officer or such person was not guilty of negligence or misconduct in performance of duty

SECTION 2. EXPENSES ADVANCED The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association

SECTION 3. INSURANCE The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas

SECTION 4. OTHER PROTECTION OR INDEMNIFICATION The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

SECTION 5. PERSONAL BONDING The Association may purchase personal bonding for any member of the Board of Directors

ADOPTED 05/28/1985
AMENDED 05/16/1989
AMENDED 09/30/1989
AMENDED 09/22/1990
AMENDED 04/16/1991
AMENDED 09/10/1991
AMENDED 03/24/2001
AMENDED 09/29/1991
AMENDED 09/26/1992
AMENDED 09/24/1994
AMENDED 03/29/1997
AMENDED 07/12/1997
AMENDED 03/25/2000

Executed this 29 day of March, 2001

Apache Shores Property Owners Association, Inc

By Judy A Wilcox
President – Judy A Wilcox

The State of Texas [
[
County of Travis [

SUBSCRIBED AND SWORN TO BEFORE ME by said, JUDY A WILCOX, PRESIDENT of APACHE SHORES PROPERTY OWNERS ASSOCIATION INC A Texas non-profit corporation on behalf of such non-profit corporation, on this 29 day of March 2001

Shirley Carol Owens
Notary Public for the State of Texas

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm Exp 03-10-2002

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

Executed this 29 day of March, 2001

Apache Shores Property Owners Association, Inc

By Jackie Wheeless
Secretary - JACKIE WHEELESS

The State of Texas [
[
County of Travis [

SUBSCRIBED AND SWORN TO BEFORE ME by said, Secretary of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC A Texas non-profit corporation, on behalf of such non-profit corporation, on this 29 day of March 2001

Shirley Carol Owens
Notary Public for the State of Texas

Rt. Apache Shores
14919 General Williamson Dr.
Austin, TX 78734

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-10-2002

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

03-30-2001 11 02 AM 2001047841
GUERRAY $27 00
DANA DEBEAUVOIR , COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRV 2001101400
1 pg

ASPOA Policies and Procedures
For non-compliance of trash removal service
under contract with (TDS) Texas Disposal Systems

If an Apache Shores property owner, regardless of where he/she actually resides, owns a legal residence in Apache Shores which is a residence in use, shall be required by the ASPOA Bylaws (Section 11) to subscribe to, and only to Texas Disposal Systems Weekly Trash Service

Should a resident be deemed in Non-Compliance of this Bylaw, it is the policy of the ASPOA Board to warn said resident, or his/her Landlord of such non-compliance, and state the terms of enforcement

Terms of Enforcement

A certified letter will be mailed out to the address in question (Standard Form AS2001TDS) warning of a 10 day period to comply with Section 11 of the bylaws or face a recurring $50 00 Fine If no action is taken another fine of $50 00 each 10 days thereafter will continue Each fine and all additional fines will be evidenced by a citation in $50 00 increments until compliance is sought If such action still does not bring compliance, it is to be turned over to the ASPOA attorney

Judy Wilcox Phelps (President)

(Overseeing Director)

Judy Wilcox-Phelps
President ASPOA

Doug Saile
Executive V-P

SUBSCRIBED AND SWORN TO BEFORE ME by said, Judy Wilcox-Phelps PRESIDENT, Doug SAILE OVERSEEING DIRECTOR of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC , a Texas non-profit corporation, on behalf of such non-profit corporation, on this 20 day of JUNE, 2001

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-10-2002

Shirley Carol Owens
NOTARY PUBLIC FOR THE STATE OF TEXAS

Ret. Apache Shores
14919 General Williamson Dr.
Austin, Tx 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

06-22-2001 12 24 PM 2001101400
RYCZEKD $9 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Modular Home Policy for Apache Shores

ASPOA may not discriminate against modular homes built under the IHB program. ASPOA and State of Texas Law requires Modular homes to meet the following criteria:

- Was built under the Industrialized housing and buildings (IHB) program
- Meets all the Texas Industrialized Building Code Council Statutes (The decisions, actions, and interpretations of the council are binding on the Texas department of licensing and regulation, third party agencies, municipalities, and other local political subdivisions)
- (Modular) Industrialized housing and buildings (IHB) must meet or exceed the requirements of the National Electrical Code (NEC), the International Plumbing Code (IPC), the International Mechanical Code (IMC), the International Fuel Gas Code (IFGC), and the Uniform Building Code (UBC) used by ASPOA Residential Single family housing must comply with the requirements of the International Single Family Dwelling Code
- The modular is fastened down to a 'permanent' concrete foundation
- Does not have nor ever was issued a Title

TRV 2001101401
1 pg

- There is no metal under carriage of any kind left behind after the initial installation (Towing tongues, Axles, Wheels, I-Beams, or any metal support not part of a concrete foundation
- There is no visible signs of a marriage joint of two halves of a doublewide modular home visible, or semi hidden by trim boards
- Does not cause any conflicting terrain, landscape, or overhead obstruction to be destroyed on/over public (R O W), or ASPOA property due to the installation of the modular home, or its delivery to the site
- Meets all other ASPOA guidelines for permitting, inspection, and will not be occupied until a certificate of occupancy has been issued
- All modules or modular components built for Texas under the IHB program must have a decal or insignia affixed by a registered manufacturer [reference dept rule 70 77 and 70 10]
- ASPOA may enforce ASPOA Bylaws, Deed Restrictions, land use and zoning requirements, building setback requirements, side and rear yard requirements, site planning and development and property line requirements, subdivision control, and landscape architectural requirements, and any other requirements not in conflict with the IHB law or any other state law

ASPOA has the authority to, and will

- Require and review for compliance with the mandatory state codes a complete set of design plans and specifications bearing the stamp of the Texas Industrialized Building Code Council for each installation within its corporate limits,
- Require that all applicable local permits and licenses be obtained before any construction begins on a building site,
- Require that all modules or modular components bear an approved Texas decal or insignia, and
- Establish procedures for inspection of the erection and installation of any industrialized housing and buildings to be located within its corporate limits to assure compliance with the mandatory state codes These procedures may require final inspections and tests before occupancy is permitted
- Require a delivery plan through ASPOA streets and roads to the site

A certificate of Occupancy will be issued on approval of the final inspection.

Judy Wilcox-Phelps (President ASPOA)

Judy Wilcox-Phelps
President ASPOA

David Heckler (Director of Building)

Dave Heckler
Building Director

SUBSCRIBED AND SWORN TO BEFORE ME by said, Judy Wilcox-Phelps PRESIDENT, DAVE HECKLER DIRECTOR OF BUILDING of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC , a Texas non-profit corporation, on behalf of such non-profit corporation, on this 20 day of JUNE, 2001

SHIRLEY CAROL OWENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-10-2002

Shirley Carol Owens
NOTARY PUBLIC FOR THE STATE OF TEXAS

Ret: Apache Shores
14919 General Williamson Dr.
Austin, TX 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

06-22-2001 12 24 PM 2001101401
RYCZEKD $9 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

TRV 2002092096
2 pgs

Modular Home Policy for Apache Shores

The State of Texas Law and ASPOA require Modular homes to meet the following criteria:

- Built under the Industrialized housing and buildings (IHB) program
- Meets all the Texas Industrialized Building Code Council Statutes (The decisions, actions, and interpretations of the council are binding on the Texas department of licensing and regulation, third party agencies, municipalities, and other local political subdivisions)
- (Modular) Industrialized housing and buildings (IHB) must meet or exceed the requirements of the National Electrical Code (NEC), the International Plumbing Code (IPC), the International Mechanical Code (IMC), the International Fuel Gas Code (IFGC), and the Uniform Building Code (UBC) **All** residential Single Family housing, built in Apache Shores, must comply with the requirements of the International Single Family Dwelling Code (all latest editions)
- The modular units are connected to a 'permanent', concrete foundation. This foundation shall be designed by a Professional Engineer, and shall not incorporate any devices typically used in foundations for Manufactured or Mobil homes The perimeter of the foundation shall be constructed of concrete or masonry and shall be plastered if constructed of concrete or concrete masonry units (concrete block).
- Does not have nor ever was issued a Title by any State
- There is no metal under carriage of any kind left behind after the initial installation including, but not limited to, towing tongues, axels, wheels, I-beams, or any metal support not part of a concrete foundation
- There are no visible signs of a marriage joint between any of the modular units.
- Does not cause any conflicting terrain, landscape, or overhead obstruction to be destroyed on/over public (R O.W) or ASPOA property, due to the installation of the modular home or its delivery to the site
- Meets all other ASPOA guidelines for permitting and inspections in addition to any and all other governmental authorities having jurisdiction over the construction
- All modules or modular components, built for Texas under the IHB program, must have a decal or insignia affixed by a registered manufacturer [Reference Dept Rule 70 77 and 70 10]
- ASPOA may enforce ASPOA Bylaws, Deed Restrictions, land use, zoning requirements, building setback requirements, side and rear yard requirements, site planning and development and property line requirements, subdivision control, landscape and architectural requirements, and any other requirements not in conflict with the IHB law or any other state law
- The Modular must be distinguishable from a Manufactured/Mobile home, both in exterior design, materials, and aesthetic appearance **The Intent of the Deed Restrictions** regarding Manufactured/ Mobile homes and their placement in Apache Shores MUST is strictly adhered to. **Each permit application for modular construction will be reviewed on a case-by-case basis.**

ASPOA HAS THE AUTHORITY TO, AND WILL:
Require and review of compliance with the mandatory state codes, a complete set of design plans and specifications These plans and specifications shall bear the stamp of the Texas Industrialized Building Code Council for each installation within its limits

Require that the applicant comply with all other requirements for construction in Apache Shores

Require all applicable local permits and licenses be obtained before any construction begins on a building site

Establish procedures for inspection of the erection and installation of any industrialized housing and buildings to be located within its corporate limits, to assure compliance with the mandatory state and local codes These procedures may require final inspections and tests before occupancy is permitted

Require an approved delivery plan, stating any TXDOT requirements for the delivery, through ASPOA streets and roads to the site

5/14/02 (President ASPOA) Date

5.14.02 (Overseeing Director of Building) Date

Doug Saile
President
Apache Shores Property Owners Association

David Heckler
Architectural Director
Apache Shores Property Owners Assn.

SUBSCRIBEDANDSWORNTOBEFOREME by said, Doug Saile + David Heckler PRESIDENT of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 14th day of May, 2002

Linda Goodale
NOTORY PUBLIC FOR THE STATE OF TEXAS

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

Kturn: ASPOA 14919 general Williamson Dr Austin Tx. 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

05-16-2002 03:55 PM 2002092096
KNOWLESR $11.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78734

BYLAWS

TRV 2003087784
10 pgs

ARTICLE I

MEMBERS

SECTION 1. MEMBERS: The Membership of the Apache Shores Property Owners Association, Inc. (the "Association") shall consist of all the persons owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas, who have paid to a current status their annual maintenance charges and other fees, and who have been certified by the Secretary of the Association as eligible to vote and entitled to use all amenities and services provided by the Association. As between the holder of fee simple title to any lot and the holder of a contract for deed to such lot, the holder of the contract for deed shall, upon providing a copy of such contract for deed to the Association, be considered as the owner of such lot and thereby eligible to be a Member for purposes of these Bylaws except where such contract for deed provides otherwise. In the event of uncertainty or a dispute regarding rights to membership, the Association shall be entitled to rely on tax records in ascertaining ownership for voting purposes. A husband and wife and/or any other joint or co-tenants owning property in such subdivision, whether such property shall be the separate property of one or community property, shall constitute one (1) Member.

SECTION 2. ANNUAL MEETING: The Annual Meeting of Members shall be held during March at a date set by the Board of Directors. Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws.

SECTION 3. SPECIAL MEETING: A Special Meeting of Members may be called at any time by the Members of the Association having not less than one tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President. Only such business shall be transacted at a Special Meeting as may be stated or indicated in the notice of such meeting.

SECTION 4. PLACE: Unless otherwise specified in the notice of each meeting, each meeting of Members shall be held at the Apache Shores Subdivision, Austin, Texas.

SECTION 5. NOTICE: Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be sent not less than ten (10) nor more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the Meeting, to each Member of record as of the 15th day prior to the month when notice is mailed to the most recent address of such Members according to the records of the Association.

SECTION 6. QUORUM: Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, Members holding ten percent (10%) of the votes entitled to be cast, present in person or by ballot, shall constitute a quorum. The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the Membership unless the vote of a greater number is required by law, the Articles of Incorporation, or the Bylaws. The Members present at any meeting, when less than a quorum is present, may recess the meeting, and if the meeting is later

reconvened, any business may be transacted at the reconvened meeting which could have been conducted at the earlier meeting. No notice of adjournment, other than announcement at the meeting, need be given.

SECTION 7. VOTING: At each meeting, Members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by ballot as provided in these Bylaws in Section 8 of Article I. Each Member shall have only one vote regardless of the number of lots owned. Amounts owed to the Association must be paid prior to the closing of the voting roll. The Board shall provide by rule for the closing of the voting roll at a day and time prior to the call to order of the meeting.

SECTION 8. BALLOTS: A Member who is eligible to vote at a meeting of the Members may vote in person or by written ballot executed by the Member. No proxy voting of members shall be allowed. A written ballot must be in the form promulgated by the Board and may be voted only: (a) For or against a proposed assessment; (b) For or against a proposed annual budget; (c) For or against a proposed Bylaw Amendment; or (d) For the election of Directors. A ballot must specifically identify the proposed item upon which a vote is being taken and indicate whether the Member wishes to vote in favor of or in opposition to each such item. Ballots must be signed by the Member and presented to the Board or its designated agent prior to such use in the meeting. The Board shall by rule provide for reasonable deadlines prior to a prospective Members' Meeting, for the submission of ballots, for the designation of an independent agent to receive and tabulate such ballots and for general procedures for the use and voting of ballots both prior to and during a Members' Meeting which are not in conflict with these Bylaws.

SECTION 9. ELECTION OF DIRECTORS AND OFFICERS: At each election for Directors and Officers, every Member entitled to vote at such election shall have the right to vote, in person or by ballot, for as many persons as there are Directors or Officers to be elected. At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail.

SECTION 10. OFFICERS: The President shall preside at and the Secretary shall keep the records of each meeting of Members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors.

SECTION 11. ELECTION PROCEDURE

This policy is based on the Apache Shores Property Owners Association (ASPOA) Bylaws, and any disputes between members of ASPOA regarding this policy shall be resolved within the four corners of the ASPOA Bylaws

1. The ASPOA Board of Directors then in office shall decide dates, deadlines, closing of voting roles, and assignment of tasks and duties for all election proceedings
2. Article 1 Section 1 of the ASPOA Bylaws shall define members
3. All members shall be notified of pending elections not less than 10 or more than 50 days prior to the date of the election
4. Members shall receive candidacy forms not less than 50 nor more than 90 days prior to the election Said forms shall include declaration of candidacy, candidacy requirements, fill-in blanks for candidate data, submission instructions for faxing and mailing, and a deadline date for receipt of declaration in ASPOA offices Candidates are required to confirm their placement on the ballot prior to the deadline noted on the candidacy form
5. Ballots shall include ballot items, date, meeting place, time of the election, and instructions on how and where to send mail-in ballots

6 All members shall be provided a ballot Ballots shall meet the requirements of Article 1 Section 8 of the ASPOA Bylaws Ballots cannot be faxed or duplicated

7 Only members who have paid to current status their annual maintenance fees and all other fees owed, prior to the payment deadline, and who have been certified by the secretary of the Association as eligible to vote in the ASPOA elections shall be allowed to cast their vote

8. In the event of uncertainty or dispute regarding rights to membership, the Association shall be entitled to rely on current Travis County tax records in ascertaining ownership for voting purposes The election judge in accordance with the Bylaws will resolve disputes regarding a ballot

9. Each member shall have only one vote regardless of the number of lots owned Spouses and other joint owners or tenants shall constitute one member

10 All ballots must be signed by the member and include the printed name to be reviewed for eligibility and tabulation Votes cast by members of the ASPOA shall remain private once eligibility is determined, the signature portion shall be folded upon itself and sealed by the election judge

11 All ballots must be mailed to the election judge or cast in person at the Annual Meeting Ballots mailed or delivered to the ASPOA office will not be counted

12 Executed ballots shall be tabulated exclusively by an independent agent, election judge, hired by the Association board of directors exclusively for the purpose of election tabulation The tabulation official shall be without interest in Apache Shores subdivision

13 Excluding officers of the corporation, ASPOA members shall not contact, communicate with, threaten, or otherwise harass the appointed tabulation official Submission of a ballot or a written protest shall not be considered a form of harassment provided no threatening statements are printed on the ballot or protest

14 Each election shall require a quorum of members voting as defined by Article 1 Section 6 of the ASPOA Bylaws, and the appointed tabulation official shall determine the existence of the requirements for a quorum

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. NUMBER AND TERM OF OFFICE: The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a Member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association. The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the Members at any Annual or Special Meeting of the Membership, provided that the number of Directors shall never be less than three.

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected. The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years. Any Director may be removed from office by a two-thirds vote of all the Members of the Association. If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board.

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with ARTICLE IV. SECTION 6 of the Bylaws, may be filled by the affirmative vote of a majority of the Directors

then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the director being replaced. No Director may resign their position to fill another vacated position.

SECTION 2. MEETING OF DIRECTORS: The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine.

SECTION 3. FIRST MEETING. Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the Membership, and no notice of such meeting shall be necessary.

SECTION 4. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meeting shall not be required.

SECTION 5. SPECIAL MEETINGS: Special Meetings of the Board of Directors shall be held whenever called by the President, by the Secretary or by a majority of the Directors then in office. The Secretary shall give notice of each Special Meeting at least two (2) days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

SECTION 6. QUORUM: A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws.

SECTION 7. ORDER OF BUSINESS: At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting.

SECTION 8. COMPENSATION: Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors.

SECTION 9. EXECUTIVE COMMITTEE: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute. The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept

for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time E-mail voting by the Board to obtain emergency approval for time-sensitive projects or expenditures is allowed. The request must allow a 3-day response deadline, a quorum of directors must vote, and a majority of the board must approve the emergency motion The motion must be entered into the business of the next board meeting, and the official results of the e-mail vote must be announced. E-mails that reflect a vote must be entered into the minutes of that board meeting.

ARTICLE III

OFFICERS

SECTION 1. TITLES AND TERMS OF OFFICE: The Officers of the Association (who shall be Members of the Association) shall be a President, who shall be a Director, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary. Each Officer shall hold office for the term of two years and until his successor shall have been elected and qualified. All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the Members of the Association voting in person or by ballot at any Annual or Special Meeting. A vacancy in the office of any Officer by reason of resignation, death, termination of Membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors.

SECTION 2. POWERS AND DUTIES OF THE PRESIDENT: The President shall be the Chief Executive Officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association; he shall preside at all meetings of the Membership and of the Board of Directors.

SECTION 3. VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4. TREASURER: The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors; whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

SECTION 5. SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Membership in books provided for that purpose; he shall attend to the giving and serving of all notices; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours; and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors.

SECTION 6. COMPENSATION: Officers as such shall not receive any salary or compensation for their services.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1. DUES: The annual maintenance fee as established in the Declaration of Restrictions for each section of the Subdivision (the "Declarations") is $35.00 per Lot, unless this amount is changed by amendment of the Declarations in which event such fee shall be the amount established in such amended Declarations. In addition to the annual maintenance fees, the Board may propose Designated Assessments for specific purposes which each must be specified and approved by a majority vote of the Board and thereafter approved by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members. The lien in favor of the Association securing the payment of the annual maintenance fee and Designated Assessments shall be subordinate to the duly recorded lien of any first mortgage. The personal obligation of each Member to pay for annual maintenance fees and Designated Assessments assessed against a lot or lots owned by such Member shall pass to successors in title.

SECTION 2. FISCAL YEAR: The fiscal year of the Association shall be as determined by the Board of Directors.

SECTION 3. SEAL: The Association shall not have a seal.

SECTION 4. NOTICE AND WAIVER OF NOTICE: Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, Members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by a Member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

SECTION 5. RESIGNATIONS: Any Director, Officer or member of a committee may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 6. LEGAL ACTIONS: The Board of Directors has the authority of the Membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, and failure to abide by health and safety rules. A legal action to enforce the deed restrictions must be approved by a two-thirds vote of the members of the Board then in office prior to initiation thereof, provided such Members have been notified by mail of such failure to pay such fees required or such failure to abide by deed restrictions, and that legal action will be taken if the situation is not corrected within the time limit set forth in the notice. In the event that such legal action is required, the Board shall present a full report of such action at the next meeting of the Membership.

SECTION 7. DISASSOCIATION: In the event the Association is dissolved for any reason, the assets of the Association shall be by the owners of lots of Apache Shores Subdivision, in Travis County, in the State of Texas in undivided interests based on one portion for each lot owned. Such ownership shall be appurtenant to lot ownership, inseparable for the same and shall pass with tile to the lot.

SECTION 8. COMMON AREAS: The lots used as common areas and owned by the Association may not be mortgaged or conveyed without the consent of at least two thirds of all the Members of the Association then eligible to vote.

SECTION 9. CHARGES AND FEES: The Board shall have the authority to: (a) Enact reasonable late charges for the late payment of maintenance fees, designated assessments and other charges owed by Members to the Association; (b) Assess costs of collection, including legal fees, incurred in attempting to collect fees, assessments and other amounts owed by a Member to the Association against such Member; and (c) Enact reasonable service fees for the performance by the Association of administrative tasks such as review of building plans and filing and release of liens.

SECTION 10. RULES AND REGULATIONS: The Board shall have the authority to enact and enforce reasonable rules and regulations regarding the health and safety of its Members. The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations or these Bylaws. Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations.

SECTION 11. GARBAGE COLLECTIONS CONTRACTS: In addition to the other powers granted to the Association by law or in accordance with the Declarations for each section of the Subdivision, the Association, acting by and through the vote of the majority of the members of the Board of Directors, has the authority to enter into contract with providers of services to pick up trash and other waste (other than toxic wastes and environmental hazards, as those terms are defined by Federal and State of Texas statutes, which shall remain the responsibility of the Members of the Association and the occupants of the Lots), as the irrevocable agent and as the irrevocable attorney in fact of each Member of the Association, which contracts shall be binding on and inure to the benefit of each Member of the Association, their successors and assigns. The terms of the contract shall be left to the discretion of the majority of the members of the Board of Directors. Each

property owner with an improved lot that has water service, shall be responsible to pay to the provider of the services to pick up trash, the compensation agreed to in the contract negotiated by the Board of Directors, as billed directly to each property owner with an improved lot that has water service.

ARTICLE V

AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative, majority vote of the Members voting in person or by ballot at any annual or special meeting of the Members where notice of the proposed alteration, amendment or repeal is contained in the notice to Members of such meeting.

ARTICLE VI

PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION 1. INDEMNIFICATION: The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such Director or Officer or former Director or Officer or such person was not guilty of negligence or misconduct in performance of duty.

SECTION 2. EXPENSES ADVANCED: The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association.

SECTION 3. INSURANCE: The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas.

SECTION 4. OTHER PROTECTION OR INDEMNIFICATION: The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise.

SECTION 5. PERSONAL BONDING The Association may purchase personal bonding for any member of the Board of Directors.

ADOPTED 05/28/1985
AMENDED 05/16/1989
AMENDED 09/30/1989
AMENDED 09/22/1990
AMENDED 04/16/1991
AMENDED 09/10/1991
AMENDED 03/24/2001
AMENDED 09/29/1991
AMENDED 09/26/1992
AMENDED 09/24/1994
AMENDED 03/29/1997
AMENDED 07/12/1997
AMENDED 03/25/2000
AMENDED 04/16/2003

Executed this 16th day of April, 2003.

Apache Shores Property Owners Association, Inc.

By: _____
President – Doug Saile

Doug Saile
President
Apache Shores Property Owners Association

The State of Texas [
[
County of Travis [

SUBSCRIBED AND SWORN TO BEFORE ME by said, Doug Saile, President of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC A Texas non-profit corporation, on behalf of such non-profit corporation, on this 16th day of April 2003

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

Linda Goodale
Notary Public for the State of Texas

Executed this 16th day of April, 2003.

Apache Shores Property Owners Association, Inc.

By: Jackie Wheeless
Secretary – Jackie Wheeless

Jackie Wheeless
Secretary
Apache Shores Property Owners Association

The State of Texas [
[
County of Travis [

SUBSCRIBED AND SWORN TO BEFORE ME by said, Jackie Wheeless, Secretary of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC A Texas non-profit corporation, on behalf of such non-profit corporation, on this 16th day of April 2003

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

Linda Goodale
Notary Public for the State of Texas

Return Filed Document to: Apache Shores POA, 14919 General Williamson Dr., Austin, TX. 78734

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

04-21-2003 02:10 PM 2003087784
ZAVALAR $27.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

ASPOA POLICY - ENFORCEMENT OF DEED RESTRICTIONS THRU BUILDING PERMITS AND COMPLIANCE INSPECTIONS

Originally approved December 06, 2001, revised October 29, 2003

The purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc (ASPOA) will accept, review and approve construction plans and specifications if in compliance with deed restrictions, health and safety matters, and State of Texas mandated residential building codes, either for new or remodel construction, within the boundaries of Apache Shores Subdivision

Prior to the start of any construction, the following documents must be completed in their entirety, signed, dated and submitted to ASPOA for review and approved by ASPOA,

1 Residential Plan Submittal Check Form, with all items required on this form attached

In addition, the following apply,

1 Permit Bond – in the form acceptable to ASPOA in the principle sum contained in the approved procedures for construction permitting by ASPOA Such bond shall be conditioned upon compliance by the permit holder, and all those acting on behalf of such holder Such bond shall also secure and be used for the payment of any and all damages to persons and property which arise from, or are caused by, any act of conduct taken or authorized by the permit holder or any Permit Actor
1 Application Fee – ASPOA administration fee as contained in the approved procedures for construction permitting by ASPOA plus any and all fees charged by the ASPOA approved State of Texas licensed building review and inspection firm
2 **Incomplete submittals will not be accepted**
3 Review of submitted plans shall be completed by ASPOA or its assigned State of Texas licensed building inspector within a reasonable time frame
4 Inspections and an issuance of a certificate of occupancy shall be at the sole discretion of ASPOA however, nonconforming construction shall be Red Tagged for all construction to stop immediately Construction may commence only after a correct and complete plan submittal has been approved by ASPOA Fines and fees for noncompliance shall be applicable according to approved construction permitting policies

TRV 2003275618
1 pg

Failure to submit construction plans for review and approval prior to the start of construction will result in the following action to be taken by ASPOA

1 Construction site will be posted with a "Stop Work Order" ordering all construction to stop immediately (Stop Work Order Form attached and hereby made a part of this document)
2 Deed restriction fine(s) plus the application fee for an ASPOA permit for construction will be due and payable according to the approved ASPOA construction permitting policy
3 Any and all construction, which is in noncompliance with deed restrictions, health and safety matters or the adopted current building code, shall be corrected as a condition of any permit approval
4 Additional fines and fees are applicable according to deed violation policies
5 Submitted plans and specifications shall be reviewed in the order in which they were submitted No special consideration shall be given

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

By Judy W. Phelps
JUDY W. PHELPS

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W Phelps ASPOA Director of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC , a Texas non-profit corporation, on behalf of such non-profit corporation on this 20 day November ,2003

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

11-25-2003 11 23 AM 2003275618
BENAVIDESV $14 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return:
ASPOA
14919 General Williamson Dr.
Austin, Tx 78734

*After recording return to Apache Shores Property Owners Assn * 14919 General Williamson Dr * Austin Tx 78734*

TRV 2003275619
1 pg

Apache Shores Property Owners Association
14919 General Williamson Drive
Austin. TX 78734

Policy Regarding Street Numbers

Article 4, Section 6 of the ASPOA Bylaws gives the Board of Directors the authority to address safety issues

In accordance with this mandate, the Association requires proper posting of street address according to the following guidelines

- House numbers must be at least 4 inches high, plainly visible from the street, and clearly visible at night
- *House numbers must be kept free of plant growth and obstructions*

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

By Judy W. Phelps
Judy W. Phelps

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W Phelps ,ASPOA Director ____ of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC ,a Texas non-profit cororation, on behalf of such non-profit corporation on this 20 day NOVEMBER ,2003

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

11-25-2003 11:23 AM 2003275619
BENAVIDESV $14.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Ret

*After recording mail to Apache Shores Property Owners Assn *14919 General Williamson Dr * Austin Tx 78734*

Apache Shores Property Owners Association
14919 General Williamson Drive
Austin, TX 78734

ASPOA Policy Regarding Dogs

The Board will NOT patrol the neighborhood for loose dogs It will only respond to written complaints received at the ASPOA office

Article 4, Section 6 of the ASPOA Bylaws gives the Board of Directors the authority to address safety issues In accordance with this mandate, the Association adopts the following policy regarding dogs

Policy

- Dogs must be fenced, chained, or leashed at all times
- Owners of dogs that violate this policy are fined $50 for the first offense, and the fine structure thereafter mirrors the structure already established in the Deed Restrictions enforcement policy

TRV 2003275620
2 pgs

Procedure

1 ASPOA office receives a written complaint of an unfenced, unchained, or unleashed dog

2 ASPOA office turns the complaint over to the dog committee, which investigates the complaint within 30 days If no dog committee is in place, ASPOA investigates the complaint

3 Proof of the policy violation consists of a photograph(s) or a moving picture of the dog that shows the dog to be unfenced, unchained, or unleashed. A photograph of the dog in or in front of the suspected owner's yard is helpful

4 The dog committee meets with the owner in a personal effort to reach compliance If no dog committee is in place, or if the dog committee cannot obtain compliance, ASPOA turns the written complaint, proof of the policy violation, and address of violator to the property manager for collection of fines

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

By Judy W. Phelps
Judy W. PHELPS

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W. Phelps, ASPOA Director of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC ,a Texas non-profit corporation, on behalf of such non-profit corporation on this 20 day November, 2002

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

Return:

*After recording mail to Apache Shores Property Owners Assn * 14919 General Williamson Dr * Austin Tx 78734*

Apache Shores Property Owners Association
14919 General Williamson Drive
Austin, TX 78734

ASPOA Policy Regarding Dogs

The Board will NOT patrol the neighborhood for loose dogs It will only respond to written complaints received at the ASPOA office

Article 4, Section 6 of the ASPOA Bylaws gives the Board of Directors the authority to address safety issues In accordance with this mandate, the Association adopts the following policy regarding dogs

Policy

- Dogs must be fenced, chained, or leashed at all times
- Owners of dogs that violate this policy are fined $50 for the first offense, and the fine structure thereafter mirrors the structure already established in the Deed Restrictions enforcement policy

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

By Judy W Phelps
Judy W. Phelps

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W. Phelps, ASPOA Director_____ of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC ,a Texas non-profit corporation, on behalf of such non-profit corporation on this 20 day NOVEMBER ,2003

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

11-25-2003 11:23 AM 2003275620
BENAVIDESV $16 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return

*After recording mail to Apache Shores Property Owners Assn * 14919 General Williamson Dr * Austin Tx 78734*

ASPOA POLICY – Fences and Walls
Approved October 29, 2003

The purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc (ASPOA) will accept, review and approve plans and specifications to be in compliance with deed restrictions, health and safety matters, for new walls or fences to be constructed within the boundaries of Apache Shores Subdivision

Prior to the start of any construction, the following documents must be completed in their entirety, signed, dated and submitted to ASPOA for review and approved by ASPOA,

1 Residential Plan Submittal Check Form, with all items required on this form attached

In addition, the following apply,

TRV 2003275621
2 pgs

1 Fences shall be constructed of new or approved materials Unless "shared" by adjoining property owners, the fence shall be constructed entirely on you property It shall be noted, that any structure built or placed in an easement is subject to being removed for purposes of access, improving or maintaining utilities and/or drainage features within that easement ASPOA assumes no liability for such actions
2 Improved Properties – Fences shall be constructed of chain link (non-commercial), masonry, wrought iron, or wood Other materials may be acceptable with prior approval of ASPOA Height of the fence behind the front corner of the permanent residence shall be a maximum height of six (6) feet above grade These fences may be solid (privacy) or of open design Height of the fence in front of the front corner of the permanent residence shall be four (4) feet in height above grade These fences shall be of an open design
3 Unimproved Properties – Fences on an unimproved property shall be the same as on an improved lot except in addition, a post and wire or wire mesh fence is acceptable
4 All fences and walls shall be maintained to a serviceable and aesthetically pleasing condition No structure shall be constructed which will obstruct the required site lines for vehicular travel

Application Fee – ASPOA administration fee as contained in the approved procedures for construction permitting by ASPOA plus any and all fees charged by the ASPOA approved State of Texas licensed building review and inspection firm

Incomplete submittals will not be accepted

Review of submitted plans shall be completed by ASPOA or its assigned State of Texas licensed building inspector within a reasonable time frame Nonconforming construction shall be posted with a "Stop Work" order for all construction to stop immediately Construction may commence only after a correct and complete plan submittal has been approved by ASPOA Fines and fees for noncompliance shall be applicable according to approved construction permitting policies

Failure to submit construction plans for review and approval prior to the start of construction will result in the following action to be taken by ASPOA

1 Construction site will be posted with a "Stop Work" order ordering all construction to stop immediately (Stop Work Order Form attached and hereby made a part of this document)
2 Deed restriction fine(s) plus the application fee for an ASPOA permit for construction will be due and payable according to the approved ASPOA construction permitting policy
3 Any and all construction, which is in noncompliance with this policy, deed restrictions, health and safety matters or the adopted current building code, shall be corrected as a condition of any permit approval
4 Additional fines and fees are applicable according to deed violation policies
5 Submitted plans and specifications shall be reviewed in the order in which they were submitted No special consideration shall be given

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

By Judy W. Phelps
Judy W. Phelps

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W. Phelps, ASPOA Director_____ of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC ,a Texas non-profit corporation, on behalf of such non-profit corporation on this 20 day NOVEMBER ,2003

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W. Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

Rel

*After recording return to Apache Shores Property Owners Assn * 14919 General Williamson Dr * Austin Tx 78734*

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



11-25-2003 11.23 AM 2003275621
BENAVIDESV $16.00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Apache Shores Property Owners Association, Inc.
14919 General Williamson Dr.
Austin, TX 78734

Policy Regarding Noxious and Offensive Trade and Activity

Item 4 of the Restrictive Covenants for ASPOA Sections 1, 2, 3, and 4, and Item 3 of the Restrictive Covenants for ASPOA Sections 5, 6, and 7 state the following

"No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become any annoyance or nuisance to the neighborhood"

TRV 2003275622
1 pg

Noxious Trade

So that corrective action may be taken against those who violate this covenant, ASPOA defines the following as **noxious trade**

- Conducting business at a building that is exterior to the residence
- Conducting business on an empty lot (one without a residence on it)
- Conducting business between the hours of 9 p m and 7 a m
- Parking of stake trucks, dumpsters, flatbed trucks, semi trucks, delivery trucks, and cargo trucks/vans greater than 1 ton in residential areas Parking of one obvious work vehicle in a residential area is allowed if it is a passenger vehicle (no greater than 1-ton)
- Storage of more than one boat, one camper, and one utility trailer (or similar items) Written approval to store more than one each of these items must be obtained from the ASPOA office

Noxious Activity

So that corrective action may be taken against those who violate this covenant, ASPOA defines the following as **noxious activity**

- Odors (paint, fuels, dust, fumes, etc) caused as a result of conducting a business
- Unnatural noises that can be heard beyond the lot line of the lot on which the noise is being made Typical residential noises such as those made by lawn mowers and chain saws during daylight are excluded
- Traffic on a regular basis or large amounts of excess parking (for example, large car pools) caused by conducting a business
- Any activity performed regularly that offends the rights of others to peaceful enjoyment

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: Judy W Phelps
Judy W. PHELPS

SUBSCRIBED AND SWORN BEFORE ME by said, Judy W Phelps, ASPOA Director _____ of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.,a Texas non-profit corporation, on behalf of such non-profit corporation on this 20 day NOVEMBER, 2003.

BRANDON W GILLEY
MY COMMISSION EXPIRES
July 29, 2006

Brandon W. Gilley
NOTARY PUBLIC FOR THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

11-25-2003 11 23 AM 2003275622
BENAVIDESV $14 00
DANA DEBEAUVOIR ,COUNTY CLERK
TRAVIS COUNTY, TEXAS

Ret

After recording mail to Apache Shores Property Owners Assn * 14919 General Williamson Dr *Austin Tx 78734

OTHER 2004034272
1 PG

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

Policy – Use of the Community Hall by Charitable Organizations

For the purpose of this policy, a charitable organization is defined as follows:

- One who charitable event is a service for residents of the Apache Shares community. An example is use of the hall by a Brownie or Boy Scout troop.
- One whose event must benefit the Apache Shores community either directly or indirectly. An example a direct benefit is one that provides goods or services to persons who live in Apache Shores.

The Board decides which organizations meet the criteria.

- One weekend per charity event per year at no charge. Future events may be scheduled, if the community hall is not already rented, for a minimal donation of twenty five dollars ($25.00).
- The charity must sign all papers in the community hall usage agreement packet.
- The charity is responsible for a security deposit totaling two hundred fifty dollar ($250.00) per event and is subject to conditions of the post-event inspection. If an approved event consists of several short-term sequential usages, only one deposit is required.

Judy W. Phelps — Judy W. Phelps
Apache Shores Property Owners Association (Print Name)

SUBSCRIBEDANDSWORNTOBEFOREME by said, Judy W. Phelps, Director of Policies, of Apache Shores Property Owners Association Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of Feb, 2004.

Michael L Jensen
Notary Public for the State of Texas

MICHAEL L. JENSEN
Notary Public, State of Texas
My Commission Expires
JULY 9, 2006

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Feb 25 04:29 PM 2004034272
WALKERA $14.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Revised:_____
After recording, please return to: ASPOA, Inc. – 14919 General Williamson Drive – Austin, Texas 78734

ASPOA POLICY – Fences and Walls

Approved October 29, 2003

The purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept, review and approve plans and specifications to be in compliance with deed restrictions, health and safety matters, for new walls or fences to be constructed within the boundaries of Apache Shores Subdivision.

Prior to the start of any construction, the following documents must be completed in their entirety, signed, dated and submitted to ASPOA for review and approved by ASPOA,

1. Residential Plan Submittal Check Form, with all items required on this form attached

In addition, the following apply,

1. Fences shall be constructed of new or approved materials. Unless "shared" by adjoining property owners, the fence shall be constructed entirely on you property. It shall be noted: that any structure built or placed in an easement is subject to being removed for purposes of access, improving or maintaining utilities and/or drainage features within that easement. ASPOA assumes no liability for such actions.
2. Improved Properties – Fences shall be constructed of chain link (non-commercial), masonry, wrought iron, or wood. Other materials may be acceptable with prior approval of ASPOA. Height of the fence behind the front corner of the permanent residence shall be a maximum height of six (6) feet above grade. These fences may be solid (privacy) or of open design. Height of the fence in front of the front corner of the permanent residence shall be four (4) feet in height above grade. These fences shall be of an open design.
3. Unimproved Properties – Fences on an unimproved property shall be the same as on an improved lot except in addition, a post and wire or wire mesh fence is acceptable.
4. All fences and walls shall be maintained to a serviceable and aesthetically pleasing condition. No structure shall be constructed which will obstruct the required site lines for vehicular travel.

- **Application Fee** – ASPOA administration fee as contained in the approved procedures for construction permitting by ASPOA plus any and all fees charged by the ASPOA approved State of Texas licensed building review and inspection firm.
- **Incomplete submittals will not be accepted.**
- **Review** of submitted plans shall be completed by ASPOA or its assigned State of Texas licensed building inspector within a reasonable time frame. Nonconforming construction shall be posted with a "Stop Work" order for all construction to stop immediately. Construction may commence only after a correct and complete plan submittal has been approved by ASPOA. Fines and fees for noncompliance shall be applicable according to approved construction permitting policies.
- **Failure to submit construction plans** for review and approval prior to the start of construction will result in the following action to be taken by ASPOA.

1. Construction site will be posted with a "Stop Work" order ordering all construction to stop immediately. (Stop Work Order Form attached and hereby made a part of this document)
2. Deed restriction fine(s) plus the application fee for an ASPOA permit for construction will be due and payable according to the approved ASPOA construction permitting policy.
3. Any and all construction, which is in noncompliance with this policy, deed restrictions, health and safety matters or the adopted current building code, shall be corrected as a condition of any permit approval.
4. Additional fines and fees are applicable according to deed violation policies.
5. Submitted plans and specifications shall be reviewed in the order in which they were submitted. No special consideration shall be given.

Judy W. Phelps — Judy W. Phelps

Apache Shores Property Owners Association (Print Name)



OTHER 2004034273

2 PGS

SUBSCRIBEDANDSWORNTOBEFOREME by said, Judy W. Phelps of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of Feb., 2004

Michael L. Jensen

NOTORY PUBLIC FOR THE STATE OF TEXAS

MICHAEL L. JENSEN
Notary Public, State of Texas
My Commission Expires
JULY 9, 2006

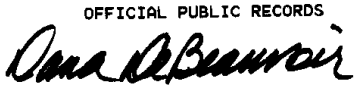
Revised: _____

After recording, please return to:

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2004 Feb 25 04:29 PM 2004034273

WALKERA $16.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

OTHER 2004034274
2 PGS

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

Policy regarding the appointment of a candidate to fill an open unexpired vacancy on the Apache Shores Board of Directors:

In compliance with the Apache Shores Property Owners Association By-Laws, Article II, Section 1... the number of Directors shall be eleven (11).... Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with Article IV., Section 6 of the By-Laws, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the director being replaced.....

When a vacancy occurs on the Board of Directors, the Board may appoint an interested Board Member (Board Candidate) to the Board of Directors. This appointment must be approved by an affirmative vote of the Board of Directors. The Board Candidate will be placed on a trial period, with the length of the trial period approved by the Board and it shall not exceed ninety (90) days. The Board Candidate will be involved with the duties, activities and tasks of the Board, but will not sit on the Board, nor shall he/she participate in voting on the Board during this period. This trial period is provided so the candidate can familiarize himself/herself with the necessary workload and time involvement of serving as a Director. The Board Candidate will attend all meetings and workshops and will familiarize himself/herself with the By-Laws, Deed Restrictions, Code of Ethics and responsibilities of the Board of Directors. The Board Candidate must be a member in good standing. The trial period may be waived for returning directors with a majority approval by the Board of Directors.

After the trial period, if the Board Candidate still has an expressed interest in serving as a Director; the Board of Directors will approve his/her nomination by a majority vote at a regular Board Meeting or a Special Meeting of the Directors.

During the trial period, the Board and/or the candidate will have the option to withdraw or cancel the appointment for any reason.

This policy supercedes all prior policies regarding the appointment and trial of a candidate to fill an open unexpired vacancy on the Apache Shores Board of Directors.

Judy W. Phelps
Apache Shores Property Owners Association

Judy W. Phelps
(Print Name)

SUBSCRIBEDANDSWORNTOBEFOREME by said Judy W. Phelps, Director of Policies of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of Feb, 2004

Michael L Jensen
NOTORY PUBLIC FOR THE STATE OF TEXAS

MICHAEL L. JENSEN
Notary Public, State of Texas
My Commission Expires
JULY 9, 2006

Revised: _____
After recording, please return to:
Apache Shores Property Owners Association, Inc. – 14919 General Williamson Drive – Austin, Texas 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2004 Feb 25 04:29 PM 2004034274

WALKERA $16.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

OTHER 2004034276
2 PGS

Modular Home Policy for Apache Shores

The State of Texas Law and ASPOA require Modular homes to meet the following criteria:

- Built under the Industrialized housing and buildings (IHB) program.
- Meets all the Texas Industrialized Building Code Council Statutes. (The decisions, actions, and interpretations of the council are binding on the Texas department of licensing and regulation, third party agencies, municipalities, and other local political subdivisions.)
- (Modular) Industrialized housing and buildings (IHB) must meet or exceed the requirements of the National Electrical Code (NEC), the International Plumbing Code (IPC), the International Mechanical Code (IMC), the International Fuel Gas Code (IFGC), and the Uniform Building Code (UBC). **All** residential Single Family housing, built in Apache Shores, must comply with the requirements of the International Single Family Dwelling Code (all latest editions).
- The modular units are connected to a 'permanent', concrete foundation. This foundation shall be designed by a Professional Engineer, and shall not incorporate any devices typically used in foundations for Manufactured or Mobil homes. The perimeter of the foundation shall be constructed of concrete or masonry and shall be plastered if constructed of concrete or concrete masonry units (concrete block).
- Does not have nor ever was issued a Title by any State.
- There is no metal under carriage of any kind left behind after the initial installation including, but not limited to, towing tongues, axels, wheels, I-beams, or any metal support not part of a concrete foundation.
- There are no visible signs of a marriage joint between any of the modular units.
- Does not cause any conflicting terrain, landscape, or overhead obstruction to be destroyed on/over public (R.O.W.) or ASPOA property, due to the installation of the modular home or its delivery to the site.
- Meets all other ASPOA guidelines for permitting and inspections in addition to any and all other governmental authorities having jurisdiction over the construction.
- All modules or modular components, built for Texas under the IHB program, must have a decal or insignia affixed by a registered manufacturer. [Reference Dept Rule 70.77 and 70.10]
- ASPOA may enforce ASPOA Bylaws, Deed Restrictions, land use, zoning requirements, building setback requirements, side and rear yard requirements, site planning and development and property line requirements, subdivision control, landscape and architectural requirements, and any other requirements not in conflict with the IHB law or any other state law.
- The Modular must be distinguishable from a Manufactured/Mobile home, both in exterior design, materials, and aesthetic appearance. **The Intent of the Deed Restrictions** regarding Manufactured/ Mobile homes and their placement in Apache Shores MUST is strictly adhered to. **Each permit application for modular construction will be reviewed on a case-by-case basis.**

ASPOA HAS THE AUTHORITY TO, AND WILL:
Require and review of compliance with the mandatory state codes, a complete set of design plans and specifications. These plans and specifications shall bear the stamp of the Texas Industrialized Building Code Council for each installation within its limits.

Require that the applicant comply with all other requirements for construction in Apache Shores.

Require all applicable local permits and licenses be obtained before any construction begins on a building site.
Establish procedures for inspection of the erection and installation of any industrialized housing and buildings to be located within its corporate limits, to assure compliance with the mandatory state and local codes. These procedures may require final inspections and tests before occupancy is permitted.

Require an approved delivery plan, stating any TXDOT requirements for the delivery, through ASPOA streets and roads to the site.

Judy W. Phelps — Judy W. Phelps
Apache Shores Property Owners Association (Print Name)

SUBSCRIBEDANDSWORNTOBEFOREME by said, Judy W. Phelps of APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 25 day of Feb, 2004

Michael L. Jensen
NOTORY PUBLIC FOR THE STATE OF TEXAS

MICHAEL L. JENSEN
Notary Public, State of Texas
My Commission Expires
JULY 9, 2006

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2004 Feb 25 04:29 PM 2004034276
WALKERA $15.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Revised: _____

After recording, please return to:
Apache Shores Property Owners Association, Inc. – 14919 General Williamson Drive – Austin, Texas 78734

OTHER 2004141796
6 PGS

ASPOA CODE OF ETHICS
FOR THE 2004 BOARD OF DIRECTORS
ADOPTED JUNE 10, 2004

1. AUTHORITY

All functions and actions of the Board of Directors shall be conducted in accordance with applicable provisions of All State and Federal laws and statutes, the Association deed restrictions and by-laws.

2. MISSIONS AND GOALS

Mission: To manage the business affairs of Apache Shores in a timely and professional manner. To manage and maintain the common property and work with the membership in a professional manner. To always keep an eye toward the future, looking for steps for improvement and continually seeking a positive direction in an effort to protect the investment and interests of properties in the Apache Shores subdivision. To work to create a safe and harmonious neighborhood.

Goal: To establish and uphold a member friendly environment, to maintain Apache Shores with professionalism, honesty, integrity and teamwork. To manage the affairs of the association responsibly. To manage the financial affairs of the Association with honesty and integrity.

3. RESPONSIBILITIES

- The Board of Directors will manage and control all of the affairs of the Association. The Board is responsible for defining objectives, setting policy and procedure and providing management over all aspects of the Association.
- The Board will establish policy and procedures for operations of the Association.
- The Board will employ professional personnel and review and establish personnel policies.
- The Board will establish goals for Apache Shores based on the input of directors and community members, through various planning activities.
- The Board will review the Association's priorities, review the identified goals, review the budget, make necessary revisions and adopt the budget.
- The Board will adopt a program of community relations and remain responsible to the community.

4. BOARD MEMBERS

Board Officers: as per Apache Shores Property Owners Association By-laws.

Fees of Office:

- Reimbursement-Each Director is entitled to receive reimbursement of actual funds spent for Association business. Each Director must follow procedure for receiving reimbursement.
- Travel Expenses-Directors shall not receive travel expenses.
- Compensation-Directors shall not receive any salary or compensation for their services.

Voting by Proxy:

- In accordance with State Law, Article 1396.2.17D., directors voting by proxy at Board meetings or workshops will not be allowed. The Article of Incorporation or By-Laws do not provide for proxy voting by Directors.

Resignation:

- Board members may resign their positions at any time. Any Board member desiring to resign shall submit his/her resignation in writing or verbally to the President or Secretary of the Board. All original works/projects, keys and/or Association properties in the Directors possession shall be turned in to the

Association at the time the Director's directorship ends, for whatever reason his/her term ends.

CONDUCT:

Board members will:

- Conduct themselves in accordance with the adopted code of ethics.
- They shall make every effort to act in a cooperative professional manner.
- Develop an understanding of Association policies, procedures and projects.
- Respect the privacy of the membership, employees and other board members.
- Conduct all business under the Boards control in such a manner that will ensure adequate service to the membership.
- Will recognize that the Board makes decisions through the democratic process and will support this process.
- Will be held to the same standards and policies as the membership in regards to the use of the amenities.
- Utilize emails for exchange of ASPOA ideas and information only. Emails are not to engage in a personal nature whatsoever, including slander, assessments, or evaluations of the directors. Board Members will conduct their communications with other Board Members, employees and members, in board Meetings, Workshops, and all dealings regarding ASPOA business - without cursing or making allegations of impropriety or illegality that they cannot reasonably substantiate. If any discord is taking shape, a resolution committee will take immediate action.
- Treat all employees with respect.
- Respect the chair's decision as to who has the floor in meetings and not disrupt the recognized speaker.

Board members will not:

- Obligate the Board to actions or expenditures without authorization.
- Monopolize meetings and will give other directors equal time.
- Undermine Board decisions.
- Make public comments, including verbally, through press, media or handouts, about personnel or other board members.
- Permit any personal or unauthorized use of association-owned or association controlled equipment, supplies, materials or property.
- Use foul, cursing, abusive or discriminating language within Board meetings or workshops.

5. MEETINGS

- As per the By-laws, utilizing Roberts Rules of Order as a guideline for parliamentary procedure.

6. COMMITTEES

The Board shall have the following standing committees:

- Executive Committee comprised of the President, Secretary and Treasurer.
- Policy and Procedure-the policy and personnel committee shall advise and assist the board regarding al matters pertaining to policies to be adopted by the Board and all personnel issues including salaries and benefits.
- Budget and Finance-the budget and finance committee shall advise and assist the Board regarding the budget, audit procedures and other financial matters.
- Communications-the communications committee shall seek to improve and facilitate communications among the membership and the Board. This gathering of information will assist the Board, and, thereby, the members of Apache Shores in promoting community activities and promoting relationships with adjoining communities.
- Special Committees-The President may appoint special committees as necessary to fulfill specific assignments. The function of committees shall be fact-finding and advisory, but not administrative. Special committees shall report their finds to the

Board and shall be dissolved upon completions of the assigned task/project. Recommendations of committees maybe submitted verbally or in writing.

ETHICS POLICY

- All Board of Directors must be members of the Apache Shores Property Owners Association in accordance with the by-laws of said Association.

ACCEPTANCE OF GIFTS:

- A Board member shall not solicit or accept any benefit of value from a person or business entity the Association knows is interested in any contract, claim, or other transaction involving the exercise of their discretion as a Board member, or any matter before the Board, or likely to come before the Board for any decision, opinion, recommendation, or vote. The prohibition against benefits above shall not apply to an award publicly presented in recognition of public service.

BRIBERY:

- A Board member shall not intentionally or knowingly offer, confer, agree to confer on another, solicit, accept, or agree to accept a benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as an association Board of Director. "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary
  advantage, including benefit to any other person in who welfare the member has a direct and substantial interest.

ENGAGING IN BUSINESS ACTIVITY:

- Any Board member who engages in business activity with the ASPOA must make full disclosure to the Board of Directors and receive majority approval, at a Board meeting, for such activity.

ABUSE OF OFFICE:

- A Director shall not, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly violate a law pertaining to the office or misuse of property, services, personnel, or any other thing of value, belonging to the Association that has come into his custody by virtue of his office.

USE OF ASSOCIATION LETTERHEAD:

- No employee or director may use association letterhead for personal reasons. Association letterhead shall be reserved for use in the transaction of official Association business. Directors may utilize Association letterhead in their official capacities as members of the Board of Directors. Any correspondence on Association letterhead, which purports to represent the opinions or recommendations of the Board of Directors, is authorized only if a quorum of the Board of Directors approves such use at a regular or special meeting.

ASSOCIATION RECORDS

- Board members may not abuse their position on the Board to acquire individual personal membership information for their personal use. All inquiries must strictly be related to Association business. Board members will respect the privacy of the membership. Board members shall not take official records of the Association office or fail to put back Association records in their original file and order, after each use.

FIDUCIARY DUTY

- Each Board member has an inherent fiduciary duty to the members of ASPOA to act in the best interest of the Association and its members. Therefore, a Board member may not file a lawsuit against the Association or a fellow Board member for ASPOA related activity, and remain on the Board of Directors. By filing of such a lawsuit, said Director agrees to voluntary and immediate suspension from all Board functions until the lawsuit is settled.

- Each Board member shall recognize the Board is a democratic body with all members having equal voting power regardless of position held. All Board members shall be bound by majority vote and shall not engage in undermining Board decisions.
- Suspension, vote of no confidence, or other disciplinary action, shall require a 2/3rds vote by the Board of Directors, present and voting.
- Board member shall recognize that fiduciary duties require the board members participate in the workload of the Association business.
- Board members who refuse to participate without a reasonable excuse approved by 2/3rds of the board, present and voting, shall be suspended from the Board for dereliction of duty.

ADVANCEMENT OF LEGAL FUNDS

- Board of Directors may not receive any advancement of ASPOA legal funds for any alleged criminal legal matter of a personal level, and may only receive reimbursement if found completely innocent by the courts on all charges and approved by the Executive Committee (i.e....assault, embezzlement, etc.).
- For all civil matters, the determination of the courts will result in the Association paying the Directors legal fees. If the courts find the Director guilty, the Director will be responsible for his/her own legal fees. If the Director is found not guilty or the suit is dismissed, or 2/3rds of the board, present and voting, vote that the guilty Director did in fact act in good faith to achieve a desired function, the Association will pay all legal fees.

PURCHASE AND RESALE OF ASPOS INVENTORY PROPERTIES

- Directors may not purchase inventory property belonging to Apache Shores Property Owners Association; until said property has been made available for sale to the general public. Once property has been marketed to the general public, Directors may purchase property. Any information obtained through the ASPOA office, as a Director, regarding owners in distress looking to abandon their properties, cannot be abused. Such action would undermine the Associations ability to recoup its fees or abilities to make financial gain through resale of said property. Such action from a Director will be a violation of the Code of Ethics.

ACTION FOR CODE OF ETHICS VIOLATIONS

- As per the bylaws of ASPOA: Any Director(s) of ASPOA to be suspected of Code of Ethics violations, at the majority of the Executive Committees option, be banned from participating in ASPOA business, board meetings, board workshops, committee workshops, for a period of time that the next official board meeting takes place.
- At the next ASPOA official meeting, a vote on the evidence at hand all attending Directors will determine innocence or guilt. Two-thirds of the attending Board must vote to accept the executive boards' decision to convict, or failure of a 2/3rds vote, the suspected Director can return to their normal status.
- With a 2/3rds vote, the Board must use the qualifying guidelines set below in Paragraphs 1, 2 and 3:
    1. If the violation is considered to have cost the ASPOA, or its members, employees, or sub-contractors, any value greater than $100.00, the board can ask that an equal value be reimbursed from the violating Directors personal funds, to ASPOA board members to be rightfully returned to the offended. If the offended is reimbursed to the Boards satisfaction, the violating Director can be returned to normal Board activity within 60 days.

If the violating Director(s) fail to reimburse, he/she will be banned from any future ASPOA activity until his/her term expires.

2. If violation is considered to have cost less than or equal to $100.00, the term of disbarment of the violation director(s) will be no more than 60 days, and he/she will be required to repay the offended party. Repeated violations (greater than three during his/her term will be cause for banning for the remainder of their term.
3. If violation has no calculable dollar value, but violation was of an unruly and disruptful nature to the offended, the violating director(s) will be subject to a 30 day suspension with a 2/3rds vote of the attending Board.

AMEDNMENT OF THE CODE OF ETHICS:

This Code of Ethics may be amended by a 2/3rds vote of the new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code of Ethics within ninety (90) days of the Annual Meeting and shall adopt the Code of Ethics at a regular Board meeting.

ASPOA Code of Ethics
For the 2004 Board of Directors

Judy Wilcox Phelps
ASPOA President, Judy Wilcox Phelps

ASPOA Vice-President, William Mitchell

Terri Stewart
ASPOA Secretary, ~~Reflee Crowder~~ Terri Stewart

ASPOA Treasurer, Chris Cokins

SUBSCRIBED AND SWORN TO BEFORE ME by said, William Mitchell
Vice President, Judy Phelps ➡ President,
Terri Stewart Secretary and
Chris Cokins Treasurer of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 21st day of July 2004.

Linda Goodale
NOTARY PUBLIC FOR THE STATE OF TEXAS

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Jul 23 04:16 PM 2004141796

HAYWOODK $24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Return:

Apache Shores P.O.A.
14919 General Williamson
Austin, Tx. 78734

OTHER 2004141797
2 PGS

POLICY AND PROCEDURE
FOR USING THE APACHE SHORES BOAT LAUNCH FACILITY
Amended and Adopted by the Board of Directors on May 13, 2004

1. All vehicles launching boats must have an official ASPOA permit attached to the driver side of the boat trailer tongue. If the boat trailer does not have a permit attached, the vehicle and/or trailer are subject to towing.

2. Permits are available to ASPOA members, in good standing, from the ASPOA office during business hours (Monday-Wednesday, 8-4 and Thursday, 12-4). A non-mandatory donation of twenty-five ($25.00)* or more is suggested.

3. To receive a permit, ASPOA members must present the following boat/trailer registrations information:
   - Trailer license number
   - Boat registration TX number
   - Owner name must match ASPOA member name

4. Number of permits is limited to one permit for each boat/trailer owned.

5. Out-of-town ASPOA members may obtain a permit by mailing or faxing a copy of the boat/trailer registration information outlined in step 3 to the ASPOA office. The permit will be mailed to the member

6. Guest passes – ASPOA members may obtain temporary passes for their guest to use the boat launch facility. The following guidelines apply:
   - The request for a pass must be made by the member at the ASPOA office.
   - ASPOA member must present all items outlined in step 3.
   - Number of guest passes is limited to four (4) per year per member. Only one pass at a time may be obtained.
   - Guest passes must be placed on the drivers' side of dashboard, in plain view.
   - The pass is good for a specified period of time only, not to exceed three (3) days.
   - A non-mandatory donation of twenty-five dollars ($25.00)* or more is suggested.

7. Renters acquiring permits must present a copy of their rental agreement along will all items outlined in step 3. A non-mandatory donation of twenty-five dollars ($25.00)* or more is suggested.

- The non-mandatory donations are collected to help with the expense of printing permits and the maintenance of the lakeside park/boat ramp/boat dock area. Your support is appreciated!

This policy supercedes all prior polices regarding the use of the boat launch facility.

JW Phelps President — JW Phelps
Apache Shores Property Owners Association (Print Name)

Subscribed and sworn before me by said, President, of the Apache Shores Board of Directors of Apache Shores Property Owners Association, a Texas non-profit corporation, on behalf of such non-profit corporation, on this 14th day of July, 2004

Linda Goodale
Notary Public for the State of Texas

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Jul 23 04:16 PM 2004141797
HAYWOODK $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Revised: 05-13-04
After recording, please return to:
Apache Shores Property Owners Assoc.-14919 General Williamson Dr.-Austin, TX. 78734

OTHER 2004141798

1 PG

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78734

POLICY REGARDING THE APPOINTMENT OF A CANDIDATE TO FILL AN OPEN UNEXPIRED VACANCY ON THE APACHE SHORES BOARD OF DIRECTORS:

In compliance with the Apache Shores Property owners Association by-laws, Article II. Section 1...the number of Directors shall be eleven (11)...Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with Article IV. Section 6 of the by-laws, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the Director being replaced.....

When a vacancy occurs on the Board of Directors, the Board may appoint an interested candidate to the Board of Directors. The appointment must be approved by a majority vote of the Directors present. The candidate must attend two workshops before placement on the Board is official, which will be made official at the Board meeting following the candidate's workshop attendance. The candidate's placement to the Board must be approved by a majority vote of the Directors present at a Regular Board Meeting or Special Meeting of the Directors.

This policy supercedes all prior policies regarding the appointment of a candidate to fill an open unexpired vacancy on the ASPOA Board.

JW Phelps
Apache Shores Property Owners Association

JW Phelps
(Print Name)

Subscribed and sworn before me by said, President, Director of _____ of Apache Shores Property Owners Assoc, a Texas non-profit corporation, on behalf of such non-profit corporation, on this 14th day of July 2004.

Linda Goodale
Notary Public for the State of Texas

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Jul 23 04:16 PM 2004141798
HAYWOODK $14.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Revised: 4-16-2004
After recording, please return to:
Apache Shores Property Owners Assoc.-14919 General Williamson Dr.-Austin, Teas 78734

AMEND 2004141799
1 PG

ASPOA PROCEDURES-AMENDMENT TO THE ENFORCEMENT OF DEED RESTRICTIONS THRU BUILDING PERMITS AND COMPLIANCE INSPECTIONS

Enforcement of Deed Restrictions thru Building Permits and Compliance Inspections
Fees and Fines:

Item 2: Amended to read:

Retaining walls, hot tubs, spas, driveways, patios, fences and manufactured shed.

JW Phelps
Apache Shores Property Owners Association

JW Phelps
(Print Name)

Subscribed and sworn before me by said. President
of the Apache Shores Board of Directors of Apache Shores Property Owners Association, a Texas non-profit corporation, on 14th day of July, 2004

Linda Goodale
Notary Public for the State of Texas

LINDA GOODALE
Notary Public, State of Texas
My Commission Expires
November 30, 2005

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2004 Jul 23 04:16 PM 2004141799
HAYWOODK $14.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Revised: 5-13-04
After recording, please return to:
Apache Shores Property Owners Associ.-14919 General Williamson Dr.-Austin, TX. 78734

OTHER 2006002112
6 PGS

ASPOA CODE OF ETHICS
FOR THE 2005 BOARD OF DIRECTORS
ADOPTED JUNE 10, 2005

1. AUTHORITY

All functions and actions of the Board of Directors shall be conducted in accordance with applicable provisions of All State and Federal laws and statutes, the Association deed restrictions and by-laws.

2. MISSIONS AND GOALS

Mission: To manage the business affairs of Apache Shores in a timely and professional manner. To manage and maintain the common property and work with the membership in a professional manner. To always keep an eye toward the future, looking for steps for improvement and continually seeking a positive direction in an effort to protect the investment and interests of properties in the Apache Shores subdivision. To work to create a safe and harmonious neighborhood.

Goal: To establish and uphold a member friendly environment, to maintain Apache Shores with professionalism, honesty, integrity and teamwork. To manage the affairs of the association responsibly. To manage the financial affairs of the Association with honesty and integrity.

3. RESPONSIBILITIES

- The Board of Directors will manage and control all of the affairs of the Association. The Board is responsible for defining objectives, setting policy and procedure and providing management over all aspects of the Association.
- The Board will establish policy and procedures for operations of the Association.
- The Board will employ professional personnel and review and establish personnel policies.
- The Board will establish goals for Apache Shores based on the input of directors and community members, through various planning activities.
- The Board will review the Association's priorities, review the identified goals, review the budget, make necessary revisions and adopt the budget.
- The Board will adopt a program of community relations and remain responsible to the community.

4. BOARD MEMBERS

Board Officers: as per Apache Shores Property Owners Association By-laws.

Fees of Office:

- Reimbursement-Each Director is entitled to receive reimbursement of actual funds spent for Association business. Each Director must follow procedure for receiving reimbursement.
- Travel Expenses-Directors shall not receive travel expenses.
- Compensation-Directors shall not receive any salary or compensation for their services.

Voting by Proxy:

- In accordance with State Law, Article 1396.2.17D., directors voting by proxy at Board meetings or workshops will not be allowed. The Article of Incorporation or By-Laws do not provide for proxy voting by Directors.

Resignation:

- Board members may resign their positions at any time. Any Board member desiring to resign shall submit his/her resignation in writing or verbally to the President or Secretary of the Board. All original works/projects, keys and/or Association properties in the Directors possession shall be turned in to the

Association at the time the Director's directorship ends, for whatever reason his/her term ends.

CONDUCT:

Board members will:

- Conduct themselves in accordance with the adopted code of ethics.
- They shall make every effort to act in a cooperative professional manner.
- Develop an understanding of Association policies, procedures and projects.
- Respect the privacy of the membership, employees and other board members.
- Conduct all business under the Boards control in such a manner that will ensure adequate service to the membership.
- Will recognize that the Board makes decisions through the democratic process and will support this process.
- Will be held to the same standards and policies as the membership in regards to the use of the amenities.
- Utilize emails for exchange of ASPOA ideas and information only. Emails are not to engage in a personal nature whatsoever, including slander, assessments, or evaluations of the directors. Board Members will conduct their communications with other Board Members, employees and members, in board Meetings, Workshops, and all dealings regarding ASPOA business - without cursing or making allegations of impropriety or illegality that they cannot reasonably substantiate. If any discord is taking shape, a resolution committee will take immediate action.
- Treat all employees with respect.
- Respect the chair's decision as to who has the floor in meetings and not disrupt the recognized speaker.

Board members will not:

- Obligate the Board to actions or expenditures without authorization.
- Monopolize meetings and will give other directors equal time.
- Undermine Board decisions.
- Make public comments, including verbally, through press, media or handouts, about personnel or other board members.
- Permit any personal or unauthorized use of association-owned or association controlled equipment, supplies, materials or property.
- Use foul, cursing, abusive or discriminating language within Board meetings or workshops.

5. MEETINGS

- As per the By-laws, utilizing Roberts Rules of Order as a guideline for parliamentary procedure.

6. COMMITTEES

The Board shall have the following standing committees:

- Executive Committee comprised of the President, Secretary and Treasurer.
- Policy and Procedure-the policy and personnel committee shall advise and assist the board regarding al matters pertaining to policies to be adopted by the Board and all personnel issues including salaries and benefits.
- Budget and Finance-the budget and finance committee shall advise and assist the Board regarding the budget, audit procedures and other financial matters.
- Communications-the communications committee shall seek to improve and facilitate communications among the membership and the Board. This gathering of information will assist the Board, and, thereby, the members of Apache Shores in promoting community activities and promoting relationships with adjoining communities.

- Special Committees-The President may appoint special committees as necessary to fulfill specific assignments. The function of committees shall be fact-finding and advisory, but not administrative. Special committees shall report their finds to the Board and shall be dissolved upon completions of the assigned task/project. Recommendations of committees maybe submitted verbally or in writing.

ETHICS POLICY

- All Board of Directors must be members of the Apache Shores Property Owners Association in accordance with the by-laws of said Association.

ACCEPTANCE OF GIFTS:

- A Board member shall not solicit or accept any benefit of value from a person or business entity the Association knows is interested in any contract, claim, or other transaction involving the exercise of their discretion as a Board member, or any matter before the Board, or likely to come before the Board for any decision, opinion, recommendation, or vote. The prohibition against benefits above shall not apply to an award publicly presented in recognition of public service.

BRIBERY:

- A Board member shall not intentionally or knowingly offer, confer, agree to confer on another, solicit, accept, or agree to accept a benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as an association Board of Director. "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary
  advantage, including benefit to any other person in who welfare the member has a direct and substantial interest.

ENGAGING IN BUSINESS ACTIVITY:

- Any Board member who engages in business activity with the ASPOA must make full disclosure to the Board of Directors and receive majority approval, at a Board meeting, for such activity.

ABUSE OF OFFICE:

- A Director shall not, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly violate a law pertaining to the office or misuse of property, services, personnel, or any other thing of value, belonging to the Association that has come into his custody by virtue of his office.

USE OF ASSOCIATION LETTERHEAD:

- No employee or director may use association letterhead for personal reasons. Association letterhead shall be reserved for use in the transaction of official Association business. Directors may utilize Association letterhead in their official capacities as members of the Board of Directors. Any correspondence on Association letterhead, which purports to represent the opinions or recommendations of the Board of Directors, is authorized only if a quorum of the Board of Directors approves such use at a regular or special meeting.

ASSOCIATION RECORDS

- Board members may not abuse their position on the Board to acquire individual personal membership information for their personal use. All inquiries must strictly be related to Association business. Board members will respect the privacy of the membership. Board members shall not take official records of the Association office or fail to put back Association records in their original file and order, after each use.

FIDUCIARY DUTY

- Each Board member has an inherent fiduciary duty to the members of ASPOA to act in the best interest of the Association and its members. Therefore, a Board member may not file a lawsuit against the Association or a fellow Board member

for ASPOA related activity, and remain on the Board of Directors. By filing of such a lawsuit, said Director agrees to voluntary and immediate suspension from all Board functions until the lawsuit is settled.

- Each Board member shall recognize the Board is a democratic body with all members having equal voting power regardless of position held. All Board members shall be bound by majority vote and shall not engage in undermining Board decisions.
- Suspension, vote of no confidence, or other disciplinary action, shall require a 2/3rds vote by the Board of Directors, present and voting.
- Board member shall recognize that fiduciary duties require the board members participate in the workload of the Association business.
- Board members who refuse to participate without a reasonable excuse approved by 2/3rds of the board, present and voting, shall be suspended from the Board for dereliction of duty.

ADVANCEMENT OF LEGAL FUNDS

- Board of Directors may not receive any advancement of ASPOA legal funds for any alleged criminal legal matter of a personal level, and may only receive reimbursement if found completely innocent by the courts on all charges and approved by the Executive Committee (i.e....assault, embezzlement, etc.).
- For all civil matters, the determination of the courts will result in the Association paying the Directors legal fees. If the courts find the Director guilty, the Director will be responsible for his/her own legal fees. If the Director is found not guilty or the suit is dismissed, or 2/3rds of the board, present and voting, vote that the guilty Director did in fact act in good faith to achieve a desired function, the Association will pay all legal fees.

PURCHASE AND RESALE OF ASPOS INVENTORY PROPERTIES

- Directors may not purchase inventory property belonging to Apache Shores Property Owners Association; until said property has been made available for sale to the general public. Once property has been marketed to the general public, Directors may purchase property. Any information obtained through the ASPOA office, as a Director, regarding owners in distress looking to abandon their properties, cannot be abused. Such action would undermine the Associations ability to recoup its fees or abilities to make financial gain through resale of said property. Such action from a Director will be a violation of the Code of Ethics.

ACTION FOR CODE OF ETHICS VIOLATIONS

- As per the bylaws of ASPOA: Any Director(s) of ASPOA to be suspected of Code of Ethics violations, at the majority of the Executive Committees option, be banned from participating in ASPOA business, board meetings, board workshops, committee workshops, for a period of time that the next official board meeting takes place.
- At the next ASPOA official meeting, a vote on the evidence at hand all attending Directors will determine innocence or guilt. Two-thirds of the attending Board must vote to accept the executive boards' decision to convict, or failure of a 2/3rds vote, the suspected Director can return to their normal status.
- With a 2/3rds vote, the Board must use the qualifying guidelines set below in Paragraphs 1, 2 and 3:
    1. If the violation is considered to have cost the ASPOA, or its members, employees, or sub-contractors, any value greater than $100.00, the board can ask that an equal value be reimbursed from the violating Directors

personal funds, to ASPOA board members to be rightfully returned to the offended. If the offended is reimbursed to the Boards satisfaction, the violating Director can be returned to normal Board activity within 60 days. It the violating Director(s) fail to reimburse, he/she will be banned from any future ASPOA activity until his/her term expires.

2. If violation is considered to have cost less than or equal to $100.00, the term of disbarment of the violation director(s) will be no more than 60 days, and he/she will be required to repay the offended party. Repeated violations (greater than three during his/her term will be cause for banning for the remainder of their term.
3. If violation has no calculable dollar value, but violation was of an unruly and disruptful nature to the offended, the violating director(s) will be subject to a 30 day suspension with a 2/3rds vote of the attending Board.

AMEDNMENT OF THE CODE OF ETHICS:

This Code of Ethics may be amended by a 2/3rds vote of the new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code of Ethics within ninety (90) days of the Annual Meeting and shall adopt the Code of Ethics at a regular Board meeting.

ASPOA Code of Ethics
For the 2005 Board of Directors

ASPOA President, WILLIAM MITCHELL

ASPOA Vice-President, PAM LOUGEE

ASPOA Secretary, TERRI STEWART

ASPOA Treasurer, CORINNA REED

SUBSCRIBED AND SWORN TO BEFORE ME by said President, Pam A Lougee Vice-President, Terri Stewart Secretary and Corinna Reed Treasurer of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 15 day of June 2004.

NOTARY PUBLIC FOR THE STATE OF TEXAS

JESSE MANICCIA
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
NOVEMBER 13, 2008

APACHE SHORES PROPERTY OWNWERS ASSOCIATION
14919 GENERAL WILLIAMSON DRIVE
AUSTIN, TEXAS 78741

Any Dog Policies that were Adopted by any prior Board Members are now declared Disolved effective imediately this day 2 of June 2005.
Due to recent policies put into affect by Travis County Commissioners Court which covers Unincorporated Areas of Travis County. Travis County recently adopted and implemented new regulations affecting Travis County dog owners. The new regulations are available online at www.co.travis.us., or a copy may be obtained by calling the Town Lake Animal Shelter at 512-972-6024.

Apache Shores Property Owners Association

By _____

President - Will Mitchell

Executed this day 2nd of June 2005.

_____

Notary Public for the State of Texas

Executed this day 2ND of June 2005

KAREN E STRELEC
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-05-2006

Return:

Pioneer Prop Management
611 S. Congress #510
Austin, TEXAS 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2006 Jan 05 08:43 AM 2006002112

CORTEZY $36.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 GENERAL WILLIANSON DRIVE
AUSTIN, TEXAS 78734

OTHER 2006002114
1 PG

November 1, 2005

POLICY AND PROCEDURE REGARDING ABANDONED OR INOPERABLE VEHICLES IN APACHE SHORES:

In compliance with the Apache Shores Property Owners Association By-Laws, Article IV, Section 10. Rules and Regulations: *The Board shall have the authority to enact and enforce reasonable rules and regulation regarding the health and safety of it Members. The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations of these By-laws. Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations.* Furthermore, in compliance with the Deed Restrictions of Apache Shores, Sections 1-4, Article 4 and Sections 5-7, Article 3: *No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.*

Abandoned/inoperable vehicles on lots of Apache Shores pose a safety threat to the members causing a potential threat to children as well creating habitat for animals, insects and rodents. Furthermore, inoperable and abandoned vehicles are considered an annoyance and nuisance to the neighborhood.

The Apache Shores Board of Directors establishes the following policy regarding description of abandoned and inoperable vehicles; vehicles meeting the following criteria will be considered abandoned or inoperable:

1) Wheels and/or tires not in good working order or drivable (such as missing, flat or damaged) 2) Has vegetation growing up, in or around the vehicle 3) Has debris stored in or around vehicle 4) Overall condition of vehicle (broken windows, body rusted out, substantial body damage evidencing functionality of the vehicle)

This policy supercedes all prior policies regarding abandoned and inoperable vehicles in Apache Shores.

_____ ASPOA President, Will Mitchell

Subscribed and sworn before me by said Officers of Apache Shores Property Owners Association, a Texas non-profit corporation, on this 16th day of September 2005 2005.

CATHERINE D GARZA
NOTARY PUBLIC
State of Texas
Comm. Exp. 03/10/2007

Catherine D Garza
Notary Public for the State of Texas

Adopted: November 1, 2005 /ASPOA Board Meeting
After recording, please return to; ASPOA – 14919 General Williamson Drive – Austin, Tx. 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 Jan 05 08:43 AM 2006002114
CORTEZY $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 GENERAL WILLIANSON DRIVE
AUSTIN, TEXAS 78734

OTHER 2006002115
1 PG

September 6, 2005

POLICY AND PROCEDURE REGARDING ALL RIGHT OF WAYS IN APACHE SHORES:

In compliance with the Apache Shores Property Owners Association By-Laws, Article IV, Section 10. Rules and Regulations: *The Board shall have the authority to enact and enforce reasonable rules and regulation regarding the health and safety of it Members. The Board shall have the authority to enact fines which may be imposed upon Members for violations of such rules and regulations of these By-laws. Members who violate such rules and regulations shall be liable for the Association's reasonable legal fees and costs incurred in enforcing such rules and regulations.*

Vehicles and personal property parked/stored in right of way on the narrow roadways of Apache Shores poses a safety threat to our members creating a line of sight vision obstruction, causing a potential threat to vehicles, pedestrians and children.

The Apache Shores Board of Directors establishes the following policy regarding vehicles and personal property parked and/or stored on the right of ways of Apache Shores:
No vehicles or other personal property shall be stored on any right of way located in Apache Shores.

This policy supercedes all prior policies regarding storing or parking of personal property and vehicles on Apache Shores right of ways.

ASPOA President, Will Mitchell

Subscribed and sworn before me by said Officers of Apache Shores Property Owners Association, a Texas non-profit corporation, on this 16th day of September, 2005 2005.

CATHERINE D GARZA
NOTARY PUBLIC
State of Texas
Comm. Exp. 03/10/2007

Catherine D Garza
Notary Public for the State of Texas

Adopted: September 6, 2005/ ASPOA Board Meeting
After recording, please return to; ASPOA – 14919 General Williamson Drive – Austin, Tx. 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2006 Jan 05 08:43 AM 2006002115
CORTEZY $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website www.apacheshorespoa.com:

Policy for Non-Compliance with Established Building Hours

At the regular Board Meeting held on March 8, 2007 the Board of Directors voted to approve an immediate fine of $200.00 per day for each violation of established builder's hours. Established builders hours can be found in the Building Packet just above the signature of the builder/owner on the Building Application.

This fine becomes effective April 1, 2007.

Apache Shores Homeowners Association:

OTHER 2007156991
1 PG

Apache Shores Director Tom Kirtz

Pam A Lougee
Apache Shores Director Pam Lougee

Subscribed and sworn to before me by said Tom Kirtz + Pam A. Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation, on

this 21st day of June 2007.

NOTARY PUBLIC STATE OF TEXAS
WILMA R. EZELL
Notary Public, State of Texas
My Commission Expires
DEC. 14, 2007

Wilma R. Ezell
Notary Public Signature

Return
Apache Shores POH
14919 General Williamson
Austin, Tx 78734

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2007 Aug 22 12:04 PM 2007156991
HAYWOODK $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Policy for Newsletter Articles Review and Approval

The Board of Directors will review, approve and sign-off on all articles for the newsletter prior to being sent to the printer for typesetting or posting of the newsletter on the ASPOA website. Once the newsletter has been approved no changes can be made without board approval. A final copy of the newsletter will be sent to the Director or person charged with maintenance of the website once approved.

Apache Shores Homeowners Association:

Apache Shores Director Tom Kirtz

OTHER 2007156992
1 PG

Pam A Lougee

Apache Shores Director Pam Lougee

Subscribed and sworn to before me by said Tom Kirtz + Pam A. Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation, on

this 21st day of June 2007.

WILMA R. EZELL
Notary Public, State of Texas
My Commission Expires
DEC. 14, 2007

Wilma R. Ezell
Notary Public Signature

Return:
Apache Shores POA
14919 General Williamson
Austin, Tx 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Aug 22 12:04 PM 2007156992
HAYWOODK $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website www.apacheshorespoa.com:

Policy for Issuing a Clear Resale Certificate

Owner must clear all their financial obligations with ASPOA in full before a clear resale certificate will be issued. Dues, Fines, Assessments, Deed Restriction Violations and any Building Permit Violations must be cleared on all property owned by, partially owned by, controlled by (50% or more ownership interest) before a "good standing" status will be valid.

Apache Shores Homeowners Association:



OTHER 2007156993
1 PG

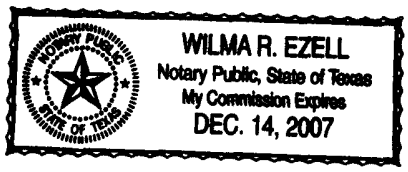
Apache Shores Director Tom Kirtz

Pam A Lougee

Apache Shores Director Pam Lougee

Subscribed and sworn to before me by said Tom Kirtz + Pam A. Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation, on

this 21st day of June 2007.



Wilma R. Ezell
Notary Public Signature

Return:
Apache Shores POA
14919 General Williamson
Austin Tx 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Aug 22 12:04 PM 2007156993
HAYWOODK $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Return

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Policy for Failure to get Construction Permits

Permits are required for all fences, walls, porches, storage sheds, most home improvements, etc. Before beginning any construction on your property in Apache Shores please check to find if any permits are required.

This policy pertains to all construction to existing homesteads as covered in Categories IV and V in the building packet.

If you receive a violation letter for building without a permit; construction must stop immediately and a permit applied for within 10 days of the violation notice date, to avoid having the permit fee doubled. Permits that are not applied for within the 10 days will result in the permit fee to be doubled. Any construction that isn't stopped while waiting for the required permit to be issued will be subjected to a STOP WORK ORDER.

Failure to obtain a permit for Categories I, II or III construction will result in the issuance of a Stop Work Order and will require payment of that fine before a permit may be applied for or issued.

APACHE SHORES HOMEOWNERS ASSOCIATION:

Apache Shores Director – Doug Saile

Pam Lougee

Apache Shores Director – Pam Lougee

OTHER 2009070751
1 PG

Subscribed and sworn to before me by said Doug Saile and Pam Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 27th day of April 2009.

NOTARY PUBLIC STATE OF TEXAS
RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

Randall Austin Smith
Notary Public Signature:

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 May 01 02:04 PM 2009070751
GONZALESM $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

First Meeting/Workshop Policy of the Newly Elected Board

The first meeting/workshop of the Board of Directors, following the yearly Annual Meeting & Election will be presided over by the current ASPOA Property Manager. It will be the Property Manager's duty to set a date, organize and hold a workshop for the election of officers with the newly elected ASPOA Board of Directors.

At this meeting/workshop the Property Manager will inform the new Board of Directors of the current holdings of the Association including insurance coverage held by the Association to cover the Directors. The Property Manager will update new board members on projects in progress, monies allocated prior to the new board but within that fiscal years budget and all accounting of contractual obligations.

After each of the officer positions have been decided the Property Manager will turn the meeting/workshop over to the newly elected Board and their new president. The newly selected president will then preside over the meeting/workshop. The property manager will remain at the meeting/workshop to answer any questions.

At this meeting/workshop the newly elected Board of Directors will set up workshops and regular Board Meetings dates for the upcoming year.

Apache Shores Homeowners Association:

OTHER 2009070752
1 PG

ASPOA Director Doug Saile

ASPOA Director Pam Lougee

Subscribed and sworn to before me by said Doug Saile and Pam Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 27th day of April 2009.

RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
2009 May 01 02:04 PM 2009070752
GONZALESM $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Website Policy

All requests for updates to the Apache Shores Property Owners website will be made in writing to the Communications Director and approved by the Board of Directors. Once approved, the Communications Director will work with the Web Manager to update the website within 14 days. Any requests that require immediate updates to the website will be addressed on a case by case basis and approved by the Board of Directors.

Apache Shores Homeowners Association

OTHER 2009070753
1 PG

ASPOA Director Doug Saile

ASPOA Director Pam Lougee

Subscribed and sworn to before me by said Doug Saile and Pam Lougee Directors of the Apache Shores Homeowners Association, a Texas non-profit Corporation, on behalf of such non-profit corporation, on this 27th day of April 2009.

RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2009 May 01 02:04 PM 2009070753
GONZALESM $16.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

OTHER 2009070754
2 PGS

Amendment to the Contractors Hours Policy

An exception to contractor hours can be made for pouring concrete Monday through Saturday under the following conditions:

1. The concrete pour begins prior to noon (12:00 pm).
2. The ASPOA office must be notified prior to noon (12:00 pm) the day of the pour that the pour will go beyond the regular contractor hours. If necessary a message can be left on Saturday. If leaving a message, the contractor must leave the site address, the specific reason for the late pour, and the expected completion time.
3. Motorized equipment cannot be used beyond three (3) hours past regular contractor hours.
   No later than 10PM Monday - Friday and 8PM on Saturday
4. All concrete workers will be off the premise within 5 hours of the regular contractor hours on the day of the pour.
5. No other loud noises; radios, hammering, or any loud actions are permitted after the regular contractor hours. The Board of Directors will determine if the noise was within reason if a violation fine is appealed.
6. The concrete exception must be due to inclement weather. The Board of Directors will determine if the weather was the reason for the pouring going beyond regular contractor hours if a violation fine is appealed.

No contractor work allowed on Sunday for any reason

This policy also applies to homeowners contracting work to be done on their property.

REGULAR CONTRACTOR HOURS:

Monday through Friday 7:00 am to 7:00 pm Saturday 8:00 am to 5:00 pm No work on Sunday

APACHE SHORES HOMEOWNERS ASSOCIATION:

Apache Shores Director – Doug Saile

Pam Longee

Apache Shores Director – Pam Longee

Subscribed and sworn to before me by said Doug Saile and Pam Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 27th day of April 2009.

RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

Randall Austin Smith
Notary Public Signature:

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2009 May 01 02:04 PM 2009070754
GONZALESM $20.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

OTHER 2009138711
10 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910

BYLAWS

ARTICLE I

MEMBERS

SECTION 1 - MEMBERS: The Membership of the Apache Shores Property Owners Association, Inc. (The "Association") shall consist of all the persons or legal entities owning in fee simple, or purchasing under contracts for sale, property in Apache Shores, a subdivision of Travis County, Texas. As between the holder of fee simple title to any lot and the holder of a contract for deed to such lot, the holder of the contract for deed shall, upon providing a copy of such contract for deed to the Association, be considered as the owner of such lot and thereby eligible to be a Member for purposes of these Bylaws, except where such contract for deed provides otherwise. In the event of uncertainty or a dispute regarding rights to membership, the Association shall be entitled to rely on tax records in ascertaining ownership for voting purposes. The owners of any lot that is jointly owned shall together constitute one (1) Member, and shall together be entitled to cast one undivided vote in any matter requiring approval of the Membership. Members who have paid to a current status the annual maintenance charges, special assessments, fines and other fees and charges assessed against the lot or its owners will be entitled to exercise all privileges of Membership, including being eligible to vote and entitled to use all amenities and services provided by the Association. Members who are delinquent in paying any of the annual maintenance charges, special assessments, fines and other fees and charges assessed against the lot or its owners will be classified by the Secretary of the Association as "Ineligible Members" and will not be entitled to exercise such privileges of Membership while so classified.

SECTION 2 - ANNUAL MEETING: The Annual Meeting of Members shall be held during March at a date set by the Board of Directors. Any business, including the election of Directors and Officers, may be transacted at the Annual Meeting, except as otherwise provided by law or by the Bylaws.

SECTION 3 - SPECIAL MEETING: A Special Meeting of Members may be called at any time by the Members of the Association having not less than one tenth of the vote entitled to be cast at such meeting, or by the Board of Directors, or by the President. Only such business shall be transacted at a Special Meeting as may be stated or indicated in the notice of such meeting.

SECTION 4 - PLACE: Unless otherwise specified in the notice of each meeting, each meeting of Members shall be held at the Apache Shores Subdivision, Austin, Texas.

SECTION 5 - NOTICE: Written or printed notice stating the place, day and hour, and in the case of a Special Meeting, the purpose or purposes for which the Meeting is called, shall be sent not less than ten (10) nor more than fifty (50) days before the date of the Meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the Officers or persons calling the Meeting, to each Member of record as of the 15th day prior to the month when notice is mailed to the most recent address of such Members according to the records of the Association.

SECTION 6 - QUORUM: Except as otherwise required by law, the Articles of Incorporation or by these Bylaws, Members holding ten percent (10%) of the votes entitled to be cast, present in person or by ballot, shall constitute a quorum. The act of a majority of the Members present at any meeting at which a quorum is present shall be the act of the Membership unless the vote of a greater number is required by law, the Articles of Incorporation, or the Bylaws. The Members present at any meeting, when less than a quorum is present, may recess the meeting, and if the meeting is later reconvened, any business may be transacted at the reconvened meeting which could have been conducted at the earlier meeting. No notice of adjournment, other than announcement at the meeting, need be given.

SECTION 7 - VOTING: At each meeting, Members who are current in their payment of all annual maintenance charges, fees, dues, assessments or other amounts properly levied and imposed by the Association or which may, by operation of law, be due to the Association, shall be entitled to one vote each and may vote in person or by ballot as provided in these Bylaws in Section 8 of Article I. Each Member shall have only one vote regardless of the number of lots owned. Amounts owed to the Association must be paid prior to the closing of the voting roll. The Board shall provide by rule for the closing of the voting roll at a day and time prior to the call to order of the meeting.

SECTION 8 - BALLOTS: A Member who is eligible to vote at a meeting of the Members may vote in person or by written ballot executed by the Member. No proxy voting of members shall be allowed. A written ballot must be in the form promulgated by the Board and may be voted only: (a) For or against a proposed assessment; (b) For or against a proposed annual budget; (c) For or against a proposed Bylaw Amendment; or (d) For the election of Directors. A ballot must specifically identify the proposed item upon which a vote is being taken and indicate whether the Member wishes to vote in favor of or in opposition to each such item. Ballots must be signed by the Member and presented to the Board or its designated agent prior to such use in the meeting. The Board shall by rule provide for reasonable deadlines prior to a prospective Members' Meeting, for the submission of ballots, for the designation of an independent agent to receive and tabulate such ballots and for general procedures for the use and voting of ballots both prior to and during a Members' Meeting which are not in conflict with these Bylaws.

SECTION 9 - ELECTION OF DIRECTORS AND OFFICERS: At each election for Directors and Officers, every Member entitled to vote at such election shall have the right to vote, in person or by ballot, for as many persons as there are Directors or Officers to be elected. At the discretion of the Board of Directors, the election of the Directors and Officers may be conducted by mail.

SECTION 10 - OFFICERS: The President shall preside at and the Secretary shall keep the records of each meeting of Members, and in the absence of both, his or her duties shall be performed by a Director appointed by the other Directors.

SECTION 11 - ELECTION PROCEDURE:

This policy is based on the Apache Shores Property Owners Association (ASPOA) Bylaws, and any disputes between members of ASPOA regarding this policy shall be resolved within the four corners of the ASPOA Bylaws.

1. The ASPOA Board of Directors then in office shall decide dates, deadlines, closing of voting roles, and assignment of tasks and duties for all election proceedings.

2. Article 1 Section 1 of the ASPOA Bylaws shall define members.

3. All members shall be notified of pending elections not less than 10 or more than 50 days prior to the date of the election.

4. Members shall receive candidacy forms not less than 50 nor more than 90 days prior to the election. Said forms shall include declaration of candidacy, candidacy requirements, fill-in blanks for candidate data, submission instructions for faxing and mailing, and a deadline date for receipt of declaration in ASPOA offices. Candidates are required to confirm their placement on the ballot prior to the deadline noted on the candidacy form.

5. Ballots shall include ballot items, date, meeting place, time of the election, and instructions on how and where to send mail-in ballots.

6 All members shall be provided a ballot. Ballots shall meet the requirements of Article 1 Section 8 of the ASPOA Bylaws. Ballots cannot be faxed or duplicated.

7. Only members who have paid to current status their annual maintenance fees and all other fees owed, prior to the payment deadline, and who have been certified by the Secretary of the Association as eligible to vote in the ASPOA elections shall be allowed to cast their vote.

8. In the event of uncertainty or dispute regarding rights to membership, the Association shall be entitled to rely on current Travis County tax records in ascertaining ownership for voting purposes. The election judge in accordance with the Bylaws will resolve disputes regarding a ballot.

9. Each member shall have only one vote regardless of the number of lots owned. Spouses and other joint owners or tenants shall constitute one member. If spouses each own different lots in the Apache Shores subdivision as separate (non-community) property, each spouse shall be a Member and entitled to one (1) vote apiece.

10. All ballots must be signed by the member and include the printed name to be reviewed for eligibility and tabulation. Votes cast by members of the ASPOA shall remain private once eligibility is determined, the signature portion shall be folded upon itself and sealed by the election judge.

11. All ballots must be mailed to the election judge or cast in person at the Annual Meeting. Ballots mailed or delivered to the ASPOA office will not be counted.

12. Executed ballots shall be tabulated exclusively by an independent agent, election judge, hired by the Association Board of Directors exclusively for the purpose of election tabulation. The tabulation official shall be without interest in the Apache Shores subdivision.

13. Excluding officers of the corporation, ASPOA members shall not contact, communicate with, threaten, or otherwise harass the appointed tabulation official. Submission of a ballot or a written protest shall not be considered a form of harassment provided no threatening statements are printed on the ballot or protest.

14. Each election shall require a quorum of members voting as defined by Article 1 Section 6 of the ASPOA Bylaws, and the appointed tabulation official shall determine the existence of the requirements for a quorum

ARTICLE II

BOARD OF DIRECTORS

SECTION 1 - NUMBER AND TERM OF OFFICE: The business and property of the Association shall be managed and controlled by the Board of Directors (each of whom shall be a Member of the Association), and subject to the restrictions imposed by law, by the Articles of Incorporation, or by these Bylaws, they may exercise all the powers of the Association. The number of Directors shall be eleven (11), but the number of Directors may be increased or decreased (provided that such decrease does not shorten the term of any incumbent Director) from time to time by vote of the Members at any Annual or Special Meeting of the Membership, provided that the number of Directors shall never be less than three.

Each Director shall hold office for two years from the date of the Annual Meeting during which such Director is elected. The terms of five (5) members of the Board of Directors shall commence on the day of the Annual Meeting for even numbered years and the terms of the remaining six (6) members shall commence on the day of the Annual Meeting for odd numbered years. Any Director may be removed from office by a two-thirds vote of all the Members of the Association. If a Director fails to attend any three consecutive directors meetings without a reasonable excuse approved by a majority of the Directors, such Director shall be considered automatically resigned from the Board.

Any vacancy occurring in the Board of Directors by reason of resignation, death, termination of membership in the Association, or physical or mental disability, or in accordance with ARTICLE IV. SECTION 6 of the Bylaws, may be filled by the affirmative vote of a majority of the Directors then in office and present at such meeting of the Board, even though less than a quorum of the Board of Directors. A Member appointed to fill a vacant position on the Board of Directors shall serve out the un-expired term of the director being replaced. No Director may resign their position to fill another vacated position.

SECTION 2 - MEETING OF DIRECTORS: The Directors may hold their meetings and may have an office and keep the books of the Association, except as otherwise provided by statute, in such place or places in the State of Texas, or outside the State of Texas, as the Board of Directors may from time to time determine.

SECTION 3 - FIRST MEETING: Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after the Annual Meeting of the Membership, and no notice of such meeting shall be necessary.

SECTION 4 - REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meeting shall not be required.

SECTION 5 - SPECIAL MEETINGS: Special Meetings of the Board of Directors shall be held whenever called by the President, by the Secretary or by a majority of the Directors then in office. The Secretary shall give notice of each Special Meeting at least two (2) days before the meeting to each Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a Special Meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

SECTION 6 - QUORUM: A majority of the Directors fixed by these Bylaws in Article II, Section 1, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, by the Articles of Incorporation or by these Bylaws.

SECTION 7 - ORDER OF BUSINESS: At meeting of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, a chairman shall be chosen by the Board from among the Directors present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding Officer may appoint any person to act as Secretary of the Meeting.

SECTION 8 - COMPENSATION: Directors as such shall not receive any salary or compensation for their services, other than reimbursement of expenses incurred on Association business and approved by the Board of Directors.

SECTION 9 - EXECUTIVE COMMITTEE: The Board of Directors may, by resolution passed by a majority of the whole Board, designate two or more Directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by statute. The executive committee shall act in the manner provided in such resolution. The executive committee so designated shall keep regular minutes of the transactions of its meeting, and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association, and shall report the same to the Board of Directors from time to time.

E-mail voting by the Board to obtain emergency approval for time-sensitive projects or expenditures is allowed. The request must allow a 3-day response deadline, a quorum of directors must vote, and a majority of the board must approve the emergency motion. The motion must be entered into the business of the next board meeting, and the official results of the e-mail vote must be announced. E-mails that reflect a vote must be entered into the minutes of that board meeting.

ARTICLE III

OFFICERS

SECTION 1 - TITLES AND TERMS OF OFFICE: The Officers of the Association (who shall be Members of the Association) shall be a President, who shall be a Director, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time elect or appoint. One person may hold more than one office, except that the President shall not hold the office of Secretary. Each Officer shall hold office for the term of two years and until his successor shall have been elected and qualified. All Officers shall be subject to removal, with or without cause, at any time by vote or two-thirds of all the Members of the Association voting in person or by ballot at any Annual or Special Meeting. A vacancy in the office of any Officer by reason of resignation, death, termination of Membership in the Association, or physical or mental disability, shall be filled by vote of a majority of the Directors.

SECTION 2 - POWERS AND DUTIES OF THE PRESIDENT: The President shall be the Chief Executive Officer of the Association, and subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Association; he shall preside at all meetings of the Membership and of the Board of Directors.

SECTION 3 - VICE PRESIDENT: Each Vice President shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the President during that Officer's absence or inability to act. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4 - TREASURER: The Treasurer shall have custody of all funds and securities of the Association which come into his hands. When necessary or proper, he may endorse, on behalf of the Association, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payments made by the Association, either alone or jointly with such other Officers as designated by the Board of Directors; whenever required by the Board of Directors, he shall enter or cause to be entered regularly in the books of the Association to be kept by him for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

SECTION 5 - SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Membership in books provided for that purpose; he shall attend to the giving and serving of all notices; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Association during business hours; and he shall in general perform all duties incident to the Office of Secretary subject to the control of the Board of Directors.

SECTION 6 - COMPENSATION: Officers as such shall not receive any salary or compensation for their services.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 1 - DUES: The annual maintenance fee as established in the Declaration of Restrictions for each section of the Subdivision (the "Declarations") is $35.00 per Lot, unless this amount is changed by amendment of the Declarations in which event such fee shall be the amount established in such amended Declarations. In addition to the annual maintenance fees, the Board may propose Designated Assessments for specific purposes which each must be specified and approved by a majority vote of the Board and thereafter approved by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members. The lien in favor of the Association securing the payment of the annual maintenance fee and Designated Assessments shall be subordinate to the duly recorded lien of any first mortgage. The personal obligation of each Member to pay for annual maintenance fees and Designated Assessments assessed against a lot or lots owned by such Member shall pass to successors in title.

SECTION 2 - FISCAL YEAR: The fiscal year of the Association shall be as determined by the Board of Directors.

SECTION 3 - SEAL: The Association shall not have a seal.

SECTION 4 - NOTICE AND WAIVER OF NOTICE: Whenever any notice whatever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.
Unless otherwise restricted by the Articles of Incorporation or by these Bylaws, Members, members of the Board of Directors or members of any committee designated by the Board of Directors may participate and hold meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by a Member or by a member of the Board of Directors shall constitute presence in person at such meeting except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

SECTION 5 - RESIGNATIONS: Any Director, Officer or member of a committee may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 6 - LEGAL ACTIONS: The Board of Directors has the authority of the Membership to bring legal action on behalf of the Association against any and all violations of the deed restrictions, or failure to pay membership and maintenance fees, and failure to abide by health and safety rules. A legal action to enforce the deed restrictions must be approved by a two-thirds vote of the members of the Board then in office prior to initiation thereof, provided such Members have been notified by mail of such failure to pay such fees required or such failure to abide by deed restrictions, and that legal action will be taken if the situation is not corrected within the time limit set forth in the notice. In the event that such legal action is required, the Board shall present a full report of such action at the next meeting of the Membership.

SECTION 7 - DISASSOCIATION: In the event the Association is dissolved for any reason, the assets of the Association shall be by the owners of lots of Apache Shores Subdivision, in Travis County, in the State of Texas in undivided interests based on one portion for each lot owned. Such ownership shall be appurtenant to lot ownership, inseparable for the same and shall pass with tile to the lot.

SECTION 8 - COMMON AREAS: The lots used as common areas and owned by the Association may not be mortgaged or conveyed without the consent of at least two thirds of all the Members of the Association then eligible to vote.

SECTION 9 - CHARGES AND FEES: The Board shall have the authority to: (a) Enact reasonable late charges for the late payment of maintenance fees, designated assessments and other charges owed by Members to the Association; (b) Assess costs of collection, including legal fees, incurred in attempting to collect fees, assessments and other amounts owed by a Member to the Association against such Member; and (c) Enact reasonable service fees for the performance by the Association of administrative tasks such as review of building plans and filing and release of liens.

SECTION 10 - RULES AND REGULATIONS: Pursuant to applicable statutory provisions including Section 2.101 of the Texas Business Organizations Code and Article 1396-2.02(A) of the Texas Non-Profit Corporation Act, the Board shall have the authority to enforce, supervise, put into effect. and otherwise carry out the restrictions pertaining to the properties situated in the various sections of the Apache Shores subdivision: to enact fines which may be imposed upon Members for violations of such rules and regulations: to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision: to promote and supervise the beautification, care, maintenance and upkeep of said subdivision: and, to otherwise promote harmonious relations among the residents of said subdivision: to own, operate and maintain facilities and roadways located in said subdivision: generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the laws of the State of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act: and to do any and all other things set forth above to the same extent as natural persons might or could do. Members who violate such rules and regulations shall be liable for the Association's reason able legal fees and costs incurred in enforcing such rules and regulations.

SECTION 11 - GARBAGE COLLECTIONS CONTRACTS: In addition to the other powers granted to the Association by law or in accordance with the Declarations for each section of the Subdivision, the Association, acting by and through the vote of the majority of the members of the Board of Directors, has the authority to enter into contract with providers of services to pick up trash and other waste (other than toxic wastes and environmental hazards, as those terms are defined by Federal and State of Texas statutes, which shall remain the responsibility of the Members of the Association and the occupants of the Lots), as the irrevocable agent and as the irrevocable attorney in fact of each Member of the Association, which contracts shall be binding on and inure to the benefit of each Member of the Association, their successors and assigns. The terms of the contract shall be left to the discretion of the majority of the members of the Board of Directors. Each property owner with an improved lot that has water service shall be responsible to pay to the provider of the services to pick up trash, the compensation agreed to in the contract negotiated by the Board of Directors, as billed directly to each property owner with an improved lot that has water service.

ARTICLE V

AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative, majority vote of the Members voting in person or by ballot at any annual or special meeting of the Members where notice of the proposed alteration, amendment or repeal is contained in the notice to Members of such meeting.

ARTICLE VI

PROTECTION OF OFFICERS, DIRECTORS AND EMPLOYEES

SECTION 1 - INDEMNIFICATION: The Association shall indemnify any Director or Officer or former Director of Officer of the Association, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding, whether civil or criminal, in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association shall also reimburse any such Director or Officer or former Director or Officer or any such person serving or formerly serving in the capacities set forth in the first sentence above at the request of the Association for the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors, whether or not a quorum, not involved in the matter in controversy that it that it was in the best interest of the Association that such settlement be made, and that such Director or Officer or former Director or Officer or such person was not guilty of negligence or misconduct in performance of duty.

SECTION 2 - EXPENSES ADVANCED: The Association may pay in advance any expenses which may become subject to indemnification if the Board of Directors authorizes the specific payment, and the person receiving the payment agrees in writing to repay if it is ultimately determined that he is entitled to indemnification by the Association.

SECTION 3 - INSURANCE: The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under these Bylaws or the laws of the State of Texas.

SECTION 4 - OTHER PROTECTION OR INDEMNIFICATION: The protection and indemnification provided hereunder shall not be deemed exclusive of any other rights to which such Director or Officer or former Director or Officer or such person may be entitled, under any agreement, insurance policy or vote of property owners, or otherwise.

SECTION 5 - PERSONAL BONDING: The Association may purchase personal bonding for any member of the Board of Directors.

ADOPTED 5/28/1985

AMENDED 5/16/1989	AMENDED 9/30/1989	AMENDED 9/22/1990
AMENDED 4/16/1991	AMENDED 9/10/1991	AMENDED 9/29/1991
AMENDED 9/26/1992	AMENDED 9/24/1994	AMENDED 3/29/1997
AMENDED 7/12/1997	AMENDED 3/25/2000	AMENDED 3/24/2001
AMENDED 4/16/2003	AMENDED 3/28/2009	

Apache Shores Homeowners Association:

ASPOA Director Kurt Nielsen

Pam Lougee

ASPOA Director Pam Lougee

Subscribed and sworn to before me by said Kurt Nielsen and Pam Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 14th day of August 2009.

RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

State of Texas
County of Travis

Randall Austin Smith
Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Aug 14 03:34 PM 2009138711

GONZALESM $48.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc:

New Construction Off-Site and On-Site Built Homes Policy

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003, under Document No. TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it in the best interest of the Association and the Owners to establish criteria regarding new home construction both off-site and on-site built homes on all Lots; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish a policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) defines the different types of new home construction and the sections in which each of these homes are allowed to be constructed in Apache Shores, while still in compliance with the deed restrictions.

For this policy:

Modular Home – means a single family factory-built home built to meet the state, local or regional code where the home will be located and meeting all ASPOA required criteria as defined in the ASPOA Modular Home Policy on record. Modules are transported to the site and installed.

Manufactured Home– means a single family home constructed entirely in a controlled factory environment. The home is placed on a steel chassis and transported to the building site. The wheels can be removed but the chassis stays in place. Local building codes do not apply to manufactured homes; instead these homes are built to the federal Manufactured Home Construction and Safety Standards (better known as the HUD Code) which went into effect June 15, 1976.

Move-On Home – means any single-family home previously built and moved from its original location to an Apache Shores location.

Mobile Home - this is the term used for manufactured homes produced prior to June 15, 1976, when the HUD Code went into effect.

On-Site Built Home – mean a single-family home built from new raw materials, on-site, and to the current code.

OTHER
2 PGS
2009138712

The policy:

The policy of the Apache Shores Property Owners Association is that all Manufactured Homes, Modular Homes, Move-On Homes, & Other Off-Site Built Homes are allowed only on designated mobile home lots as stated in the Deed Restrictions of Sections 3 and 5. Off-site constructed homes, whatever the construction type, are prohibited in Apache Shores with the exceptions of these Deed Restriction designated lots.

New home construction in Sections 1, 2, 4, 6, 7, and the remaining lots in Sections 3 and 5 is restricted to On-Site Built Homes only.

All Construction must adhere to current ASPOA Policies, and Deed Restrictions.

Enforcement by the Association is as follows:

- An application for a new home construction permit will not be accepted or reviewed unless it first meets the requirements of this policy.
- Any off-site home brought into Apache Shores without an Apache Shores new construction building permit will receive a $200 Stop Work Order and may be subject to legal action."

This Resolution was adopted by the Board of Directors of the Association October 10, 2007

ASPOA President Kurt Nielsen

Pam Lougee
ASPOA Secretary Pam Lougee

Subscribed and sworn to before me by said Kurt Nielsen and Pam Lougee Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 14th day of August 2009.

RANDALL AUSTIN SMITH
Notary Public, State of Texas
My Comm. Expires 03/08/2010

Austin
Randall August Smith
Notary Public Signature

State of Texas County of Travis

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Aug 14 03:34 PM 2009138712

GONZALESM $20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

After recording, please return to:
ASPOA
14919 General Williamson
Austin, TX 78734

TRV 2011101988
4 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

FENCE AND RETAINING WALL POLICY

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board Believes that it is in the best interest of the Association and the Owners to establish criteria regarding fences and retaining walls on all Lots; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept, review and approve plans and specifications to be in compliance with deed restrictions and health and safety matters; for all fences, decorative walls, and retaining walls to be constructed within the boundaries of the Apache Shores Subdivision.

FOR THIS POLICY:

Fence – defined as any fence, decorative wall, shrubbery, or other structure that provides boundaries within or around property. Any gate is considered an integral part of the fence and shall be subject to same policy.

Retaining Wall – defined as any structure that provides support for vertical or near-vertical grade changes and holds back soil or rock to prevent movement or erosion down slope.

GENERAL:

A. A building permit is required for the construction of any new or modified fence or retaining wall.

B. A building permit is not required for the maintenance of existing fences or walls if the finished product is identical in materials, dimensions, design, and location to that previously installed, as long as existing fence (and, thus, also the repairs) adheres to current fence guidelines.

C. All fences and retaining walls must be constructed of new or approved materials and installed to meet quality workmanship standards

1. Using quality products which are durable for the design
2. Constructed in a consistent pattern (not haphazard, e.g. straight lines)
3. Completed to a finished condition
4. Maintained in a continuingly serviceable condition

D. All fences and retaining walls must be constructed entirely on owner's property unless "verifiably shared" with adjacent property owners

E. Any fence or wall (or any portion of it) constructed in an easement may require removal, temporary or permanent, at owner's expense. Owner may be responsible for either returning the fence or wall to the previous condition or removing it completely.

F. No fence or wall at any location or of any height or design shall be permitted in a manner that interferes with visibility of the road or street signs by vehicle or pedestrian traffic, or with parking in right of way. No fence or gate shall be installed in a manner that directly or indirectly impedes traffic in the roadway (e.g. vehicle must clear road while gate is being opened).

G. All Federal, State and Local laws must be followed with regard to property lines, easements, setbacks, rights of way, roadways, and necessary structural engineering

1. Retaining walls over 48 inches in height must be designed by a structural engineer

H. Specific layout, design and materials for fences and retaining walls will be approved and permits issued according to guidelines set forth by ASPOA (see attached).

PERMIT FEES, DEPOSITS, AND ACCOUNT STATUS:

A. All applicable fees, deposits, dues, assessments, and fines must be paid before a permit will be issued

1. Application Fee – Fee for administration and plan` review, as contained in the approved procedures for construction permitting by ASPOA, plus any and all fees charged by an ASPOA approved, State of Texas licensed building review and inspection firm
2. Deposit – Deposit, as contained in the approved procedures for construction permitting by ASPOA, to be refunded when inspection confirms project completion and compliance with approved plans
3. Dues and assessments - All maintenance dues and assessment fees on all of applicant's ASPOA properties must be paid in full
4. Fines - Any violations on all of applicant's properties must be brought into compliance, all fines must be paid, and account must be in good standing

SUBMITTAL:

A. A complete permit application must be submitted to ASPOA, including:

1. Construction permit application form
2. Project plans which clearly define:

a) Location of structure relative to property lines, setbacks, easements, road right of way, and road pavement
b) Dimensions of fence or retaining wall (length, width, and height of all components)
c) Design/configuration of all components
d) List of all materials to be used in the project

B. Incomplete submittals will not be reviewed until all required information is on file with ASPOA.

C. Review of submitted plans shall be completed by the ASPOA or its assigned State of Texas licensed building inspector within a reasonable time frame

1. Notice of decision will be communicated to you by ASPOA office manager.

D. All ASPOA building procedures and policies must be followed

INSPECTION REQUIREMENTS:

A. All construction or work for which a permit is required shall be subject to inspection by the ASPOA or their designated representatives.

1. Final inspection will confirm compliance with approved plans
2. If available, a survey of the lot should be submitted (in rare cases may be required) to verify the conformity of the structure to approved plans and specifications should there be any doubt or disagreement
3. If not built to plans, owner will be required to modify project until it meets plans
4. Owner may be subject to fines until project is in compliance

B. Deposit will be refunded after final inspection by ASPOA or designated representatives confirms completion of project and compliance with permitted plans.

ENFORCEMENT BY THE ASSOCIATION IS AS FOLLOWS:

A. Failure to obtain a permit prior to the start of construction will result in the following action to be taken by ASPOA:

1. Owner will be required to **STOP CONSTRUCTION IMMEDIATELY**.
2. An application fee for an ASPOA permit for construction and any deed restriction fine(s) will be due and MUST be paid according to the approved ASPOA construction permitting procedure before plans will be submitted for review. Incomplete submittals will not be reviewed until all required information is on file with ASPOA.
3. Any and all construction which is not compliant with this policy, deed restrictions, health and/or safety standards, or the adopted current building code must be corrected as a condition of any permit approval.
4. Additional fines and fees may be applicable according to deed violation policies.
5. Applications and plans shall be reviewed in the order they were submitted. No special consideration shall be given.

B. This policy, should it conflict with Federal, State, or Local law will subvert to those laws. Any conflict with other ASPOA policies must be brought to the attention of the ASPOA Board of Directors before continuing with the project.

This Resolution was adopted by the Board of Directors of the Association on September 29, 2010

APACHE SHORES HOME OWNERS ASSOCIATION:

Michelle M Dent

Apache Shores Director – Michelle Dent

Anita Dallas

Apache Shores Director – Anita Dallas

Subscribed and sworn to before me by said Michelle Dent & Anita Dallas

Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such

Non-profit corporation on this 12 day of May 2011.

Angela M. Hernandez

Notary Public Signature

ANGELA M. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
February 17, 2013

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 14, 2011 04:12 PM 2011101988

GONZALESM: $28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

After Recording, please return to:

Apache Shores
Pioneer Real Estate Services
611 S Congress; Suite 510
Austin, TX 78704

TRV 2011168228
4 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

MANUFACTURED HOME POLICY

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board Believes that it is in the best interest of the Association and the Owners to establish criteria regarding manufactured homes (mobile homes) on designated lots per deed restrictions; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept and approve plans and specifications to be in compliance with deed restrictions and health and safety matters; for all manufactured homes within the boundaries of the Apache Shores Subdivision.

FOR THIS POLICY:

A manufactured home is one that is constructed entirely in a controlled factory environment on steel chassis and then transported to the building site. The wheels can be removed but the chassis stays in place. These homes are built according to Federal Manufactured Home Construction and Safety Standards better known as the HUD code. Local, state or regional building codes do not apply to the construction of manufactured homes. On-site modifications and additions are addressed in the appropriate construction category.

A POSTED ASPOA ISSUED BUILDING PERMIT IS REQUIRED PRIOR TO MOVING ANY MANUFACTURED HOME INTO APACHE SHORES OR FROM ONE LOT TO ANOTHER WITHIN APACHE SHORES

New Manufactured Homes:

- Any manufactured home never issued a Statement of Ownership and Location (SOL) or lived in, purchased from a dealer lot, sold as a new unit, and 24 months or less from the date of manufacture will not require an inspection, pictures or Board approval prior to submitting a building permit application to begin the process of obtaining an ASPOA permit.

Used Manufactured Homes:

- **ONLY** manufactured homes manufactured after 1990 will be considered for permitting or allowed to re-locate within Apache Shores.

- All used manufactured homes and any new manufactured home older than 24 months from date of manufacture must obtain an off-site inspection by a licensed TREC (Texas Real Estate Commission) inspector prior to submitting a building permit application. Pictures of the exterior and interior of the used home are required as part of the inspection report. Once the inspection report with pictures is reviewed by the Architectural Review Committee (ARC) certain items may be subject to property owner assurance of repair or replacement. Repair or replacement will be required of all pre-application inspection items deficient, at a minimum, with regard to: structural integrity, roof condition & structure, ceiling & floors, fireplace and chimney, electric systems, HVAC, plumbing, exterior condition. Items not able to be inspected because of lack of utility services will require approved inspection prior to issuance of Certificate of Occupancy. The Architectural Review Committee will then make a recommendation to the Board of Directors. The Board of Directors may require additional information. The Board of Directors will then vote at a regular Board Meeting to either deny or to allow the applicant to submit a completed Category I building permit application.

On-Site Modifications and/or Additions:

- Any on-site modifications and/or additions not included in the Category I building permit application will require additional permits.

- On-site modifications and/or additions such as, garages, decks, porches, roof-over, driveways, etc must be built to local, state and regional code and in compliance with all ASPOA requirements.

GENERAL:

- Placement of manufactured home is limited by the Deed Restrictions to specific lots within Sections 3 & 5 **ONLY**.

- A building permit issued by Apache Shores is required prior to moving any new or used manufactured home into Apache Shores OR from a lot within Apache Shores to another lot in Apache Shores.

- Deed Restrictions require all manufactured homes to have masonry underpinning. Underpinning must be installed with the placement of the manufactured home on the lot **after** the appropriate tie-down inspection has been approved.

- Federal, State and Local regulations must be followed with regard to property lines, easements, setbacks, rights of way, and necessary structural engineering. All ASPOA building procedures and policies must be followed.

- All dues, assessments, fines, applicable fees, and deposits must be paid before an ASPOA building permit will be issued.

- A complete building permit application must be submitted to ASPOA office before the ARC will review. Incomplete submittals will **not** be accepted.

- All construction or work for which a building permit is required shall be subject to inspection by the ASPOA or their designated representatives.

- If work is not in compliance as permitted the owner will be required to correct the project until it meets approved plans. Final inspection will confirm compliance with approved plans and deposit will be refunded once a Certificate of Occupancy has been issued.

ENFORCEMENT BY THE ASSOCIATION IS AS FOLLOWS:

Failure to obtain an ASPOA building permit prior to the move on of any manufactured home will result in the following action to be taken by ASPOA:

- Owner will be required to **STOP WORK IMMEDIATELY**. A Stop Work Order will be issued and a $200 fine will be levied. Legal action may be pursued as allowed.

- A **New** non-permitted manufactured home moved onto an Apache Shores lot will continue to accrue fines at a rate of $200.00 per day until the home is removed from Apache Shores or until a complete building permit application has been submitted. Fines will be suspended until the completed building permit application is either approved or denied. If the completed building permit application is approved the owner will be required to pay all accrued fines prior to an ASPOA building permit being issued. If denied, fines will begin again from the date of notice until the required changes have been made and the completed building permit application has been resubmitted and approved. Otherwise fines will continue to accrue at a rate of $200.00 daily until the home is removed from Apache Shores.

- A **Used** non-permitted manufactured home moved onto an Apache Shores lot will continue to accrue fines at a rate of $200.00 per day until the home is removed from Apache Shores or the required pre-application inspection has been completed and submitted to ASPOA. Fines will be suspended until the Board of Directors, at a regular Board Meeting votes to either deny or allow the applicant to submit a completed Category I building permit application. If allowed by the Board of Directors and all fees and fines have been paid a completed building permit application must be submitted within three (3) business days, of notification by the ASPOA office. After three (3) business days fines will begin to accrue at a rate of $200.00 per day until the completed building permit application, fees and fines have been received by ASPOA office. If the used manufactured home is denied by the Board of Directors the owner has 72 hours to remove the home from Apache Shores. After 72 hours if not removed then fines of $200.00 per day will accrue until the home is removed. **Once a completed building permit application has been accepted all ASPOA requirements must be met before an ASPOA building permit will be issued and work can begin.**

Any and all construction which is not compliant with this policy, deed restrictions, health and/or safety standards, or the adopted current building code must be corrected as a condition of any permit approval.

This policy, should it conflict with Federal, State, or Local law will subvert to those laws. Any conflict with other ASPOA policies must be brought to the attention of the ASPOA Board of Directors before continuing with the project.

This Resolution was adopted by the Board of Directors of the Association on October 19, 2011

Michelle M Dent

ASPOA President Michelle Dent

Subscribed and sworn to before me by said Michelle Dent

Director of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 3 day of October 2011.

Angela M. Hernandez
Notary Public Signature

ANGELA M. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
February 17, 2013

Once Recorded Please Return Documents to:

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 17, 2011 09:36 AM 2011168228

MACHADOP: $28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

October 19, 2011

TRV
5 PGS
2012063535

CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS

OF APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

ADOPTING PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE

The undersigned, Anita Dallas, as the duly elected, qualified and acting Secretary of the Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on March 21, 2012, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

ADOPTION OF PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE

WHEREAS, Section 209.0062 of the Texas Property Code (the "**Code**") provides that the Association must adopt reasonable guidelines to establish an alternative payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code sets forth an order of priority for payments made by the Association's members to the Association, which order of payment the Association is not required to follow with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association; and

WHEREAS, the Board desires to adopt payment plan guidelines as required under Section 209.0062 of the Code, which guidelines shall additionally: (i) confirm the priority of payments made by the Association's members generally; and (ii) set forth the priority of payments with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the Payment Plan Guidelines and Application of Payments Schedule set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Travis County, Texas.

By: Anita Dallas
Printed Name: Anita Dallas
Title: Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 21 2012, by Anita Dallas, Secretary of the Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

JWPhelps
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Pioneer Real Estate Services

611 S Congress; Suite 510
Austin, TX 78704

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
PAYMENT PLAN GUIDELINES AND
APPLICATION OF PAYMENTS SCHEDULE

EXHIBIT "A"

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE

APPLICATION OF PAYMENTS SCHEDULE

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

(1) any delinquent regular or special assessment;

(2) any current regular or special 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 associated solely with assessments or that could provide the basis for foreclosure;

(5) any fines assessed by the Association; and

(6) any other amount owed to the Association.

PAYMENT PLAN GUIDELINES

1. Eligibility for Payment Plan

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, including costs of collection incurred by the Association (collectively, "**Assessment Delinquency**"), shall be entitled to enter into an installment payment plan with the Association providing for an alternative payment schedule by which the member may make partial payments to the Association for the Assessment Delinquency (each, a "**Payment Plan Agreement**"). Each such Payment Plan Agreement shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

2. Payment Plan Administrative Charges and Interest

In addition to the Assessment Delinquency, a member of the Association who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (collectively, the "**Payment Plan Administrative Charges**"). A member of the Association who enters into a Payment Plan Agreement with the Association shall also be required to pay all interest due and payable on the member's Assessment Delinquency in accordance with applicable provisions of the Association's governing documents, which shall continue to accrue on the Assessment Delinquency during the term of Payment Plan Agreement.

3. Available Payment Plan Schedules

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

(a) *Three-Month Repayment Schedule*:

Any member who owes the Association an Assessment Delinquency totaling $150 or less shall be qualified to select the Three-Month Repayment Schedule. Under the Three-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of three (3) months.

(b) *Twelve-Month Repayment Schedule*:

Any member who owes the Association an Assessment Delinquency totaling $151 - $750 shall be qualified to select either the Three-Month Repayment Schedule or the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of twelve (12) months.

(c) *Eighteen-Month Repayment Schedule*:

Any member who owes the Association an Assessment Delinquency totaling $751 or more shall be qualified to select either the Three-Month Repayment Schedule, the Twelve-Month Repayment Schedule or the Eighteen-Month Repayment Schedules. Under the Eighteen-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of eighteen (18) months.

4. Payment Plan Agreement

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

5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further

notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Apr 24, 2012 11:15 AM 2012063535
BENAVIDESV: $32.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2012063536
6 PGS

CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS

OF APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

ADOPTING DOCUMENT RETENTION POLICY

The undersigned, Anita Dallas, as the duly elected, qualified and acting Secretary of the Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on March 21, 2012, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

ADOPTION OF DOCUMENT RETENTION POLICY

WHEREAS, Section 209.005(m) of the Texas Property Code (the "**Code**") provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209.005(m) of the Code; and

WHEREAS, the Board desires to adopt such a document retention policy as required under Section 209.005(m) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the document retention policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Travis County, Texas.

By: _____
Printed Name: Anita Dallas
Title: Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 21 2012, by Anita Dallas, Secretary of the Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

_____
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Pioneer Real Estate Services

611 S Congress; Suite 510
Austin, TX 78704

EXHIBIT "A"

DOCUMENT RETENTION POLICY

1. INTRODUCTION

1.1 Scope

This Document Retention and Destruction Policy (this "**Policy**") applies to the Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "**Association**"), the Association's manager (the "**Manager**"), the Association's employees and the Association's Board of Directors (the "**Board**").

Documents and records maintained by the Association's legal counsel are not subject to this Policy.

1.2 Purpose

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's books, records and other documents in the Association's possession and to ensure that the Association adheres to legal and business requirements in an efficient and cost-effective manner. For purposes of this Policy, the term "Records" means any documentary material which is generated or received by the Association in connection with transacting its business or is related to the Association's legal obligations. The Records include, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROMs.

1.3 Policy

A. It is the Association's policy to maintain complete and accurate copies of Records. Records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.

B. Records that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.

C. Unless otherwise directed by legal counsel, Records may be scanned and maintained in an electronic format.

D. The Manager, or in the event there is no Manager, the Association's Secretary, is responsible for ensuring that the Association's Records are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

1.4 Board Members

The Association does not require members of the Board to maintain any Records that were generated by the Association. However, if a Board member receives Records relating to the Association which were not generated by the Association or not received through the Association, the Board member must send the originals of such Records to the Manager or Secretary of the Association (as is applicable) to be maintained in the Association's books and records.

When a Board member ceases to be a Board member, such Board member shall turn over to the Manager or the Secretary of the Association (as is applicable) all Records and files relating to the business of the Association which are not otherwise in the Association's books and records.

1.5 Annual Purge of Files

The Manager or Secretary of the Association (as is applicable) shall conduct an annual purge of files from the Association's books and records. The annual purge of files is to be conducted during the first quarter of each calendar year.

1.6 Destruction Procedure

If the Records to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, such Records may be placed in a trash receptacle.

If the Records to be destroyed are not of public record, they should only be recycled if their confidentiality can be protected; otherwise, such Records should be destroyed in a manner that ensures the information contained thereon remains confidential.

1.7 Miscellaneous

Copies of any Records may be destroyed, provided that an original is maintained in the Association's books and records or is otherwise not required to be maintained pursuant to this Policy.

1.8 Onset of Litigation

At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Records potentially relevant to the dispute must be preserved.

At the direction of legal counsel, the Manager or Secretary of the Association (as is applicable) will advise the Board and any other person who may be in possession of Records of the matter and instruct them that all Records potentially relevant to such litigation must not be destroyed. At the conclusion of the litigation, as determined by legal counsel, the "hold" period will cease and the time periods otherwise provided in this Policy will recommence.

2. DOCUMENT RETENTION PERIODS

Set forth below is a chart detailing the required retention periods for Records of the Association. Records are grouped into five functional categories as set forth below. For purposes of this Policy, the term "Permanent" means that the retention period for that Record is for the life of the Association, and the term "Termination" means expiration of the term of the applicable Record. For example: "Termination + 4 years" means four (4) years beyond expiration of the term of such Record.

1.	Accounting Records	Retention Period
	Audit Reports	Permanent
	Chart of Accounts	Permanent
	Fixed Asset Purchases	Permanent
	General Ledger	Permanent
	Accounts Payable	7 yrs
	Account Receivable	7 yrs
	Expense Records	7 yrs
	Financial Statements (Annual)	7 yrs
	Inventory Records	7 yrs
	Loan Payment Schedules	7 yrs
	Tax Returns	7 yrs

2.	**Bank Records**	**Retention Period**
	Bank Reconciliations	7 Yrs
	Bank Statements	7 Yrs
	Cancelled Checks	7 Yrs
	Electronic Payment Records	7 Yrs
3.	**Governing Documents and Corporate Records**	**Retention Period**
	Articles or Certification of Incorporation, Bylaws, Declaration and other Restrictive Covenants, including any amendments	Permanent
	Rules and Regulations	Permanent
	Policies and Guidelines	Permanent
	Record of Actions of Board or Members taken by Written Ballot or Written Consent in Lieu of a Meeting	Permanent
	Record Meeting Notice Waivers	Permanent
	Business Licenses	Permanent
	Contracts – Major	Permanent
	Correspondence from Legal Counsel	Permanent
	Leases/Mortgages	Permanent
	Board Minutes and Resolutions	7 Yrs
	Committee Minutes	7 Yrs
	Member Meeting Minutes	7 Yrs
	Contracts - Minor	Termination + 4 Yrs
	Insurance Policies	Termination + 4 Yrs
	Account Records of Current Association Members	5 Yrs
4.	**Employee Records**	**Retention Period**
	Benefit Plans	Permanent
	Pension/Profit Sharing Plans	Permanent
	Employee Files (ex-employees)	7 Yrs
	Employment Taxes	7 Yrs
	Payroll Records	7 Yrs
	Employment Applications, Resumes, Ads, or Notices for Job Opportunities	3 Yrs
5.	**Real Property Records**	**Retention Period**
	Construction Records	Permanent
	Warranties	Permanent
	Leasehold Improvements	Permanent
	Real Estate Purchases	Permanent
	Lease Payment Records	7 Yrs

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Apr 24, 2012 11:15 AM 2012063536

BENAVIDESV: $36.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRV
6 PGS
2012063537

CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS

OF APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

ADOPTING RECORDS PRODUCTION AND COPYING POLICY

The undersigned, Anita Dallas, as the duly elected, qualified and acting Secretary of Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at the meeting of the Board held on March 21, 2012, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

ADOPTION OF RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Section 209.005(i) of the Texas Property Code (the "Code") provides that the Association must adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information required by the Association's members in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the records production and copying policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Travis County, Texas.

By: _____
Printed Name: Anita Dallas
Title: Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on March 21 2012, by Anita Dallas, Secretary of the Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

_____
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Pioneer Real Estate Services

611 S Congress; Suite 510
Austin, TX 78704

EXHIBIT "A"

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

RECORDS PRODUCTION AND COPYING POLICY

1. Books and Records subject to Production

Apache Shores Property Owners Association, Inc. (the "**Association**") will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a member of the Association or a person designated in a writing signed by the member as the member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Texas Property Code (the "**Code**"). A member is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a member or subject to production in a legal proceeding.

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

2. Procedures for Requesting Inspection and/or Copying of Associations Records

(A) Request for Information:

To inspect or obtain copies of the Association's records, a member of the Association or his or her designated representative (collectively, "**Requesting Party**") must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records without any advance inspection.

(B) Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within 10 business days from the date the Association receives the written request for information, the Association will send to the requesting party a written notice specifying the location and alternative dates that such party may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within 10 business days from its receipt of a request of information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within 10 business days from receipt of the request for information. In such event, the Association's written notice to the requesting party will notify

the requesting party that the Association is unable to produce the information within 10 business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than 15 business days after the date of the Association's written notice to the requesting party.

If the requesting party wants to obtain copies of any of the books and records produced for inspection, the requesting party must identify the books and records at the inspection that the Association is to copy and forward to the requesting party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within 10 business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the requesting party.

If the Association is unable to produce copies of such requested books or records within 10 business days from the written request or inspection, it will provide written notice to the requesting party of its inability to produce the requested books and records within 10 business days and will state a date by which such copies of such requested books and records will be produced to the requesting party, which may not be more than 15 business days after the date of such notice.

The Association reserves the right to produce the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges

A member of the Association who, or whose designated representative, submits a request for information to the Association (the "**Requesting Member**") shall be responsible for the costs, expenses and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update or increase of such terms) (the "**Production and Copying Charges**"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) Copy Charges:

(i) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(a) CD: $1.00;

(b) DVD: $3.00;

(c) Flash drive: actual cost;

(d) oversize paper copy: $.50;

(e) specialty paper: actual cost.

(B) Labor Charges:

The charge for labor costs incurred in processing a request for information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(C) Overhead Charge:

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. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00.

(D) Remote Document Retrieval Charge:

If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.

(E) Miscellaneous Supplies:

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

(F) Postal and Shipping Charges:

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

4. Advance Payment of Production and Copying Charges

The Association requires advance payment of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by the Records Production and Copying Policy. Within 30 business days from the date the requested information is delivered to the requesting party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("**Final Invoice**").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member

within 30 business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be reimbursed by the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely reimburse the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Apr 24, 2012 11:15 AM 2012063537
BENAVIDESV: $36.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2012147891
3 PGS

Ret:

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

POLICY REGARDING USE OF COMMUNITY AMENITIES

3 mpg

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it is in the best interest of the Association and the Owners to establish criteria for use of community amenities; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will guide use and establish conduct of the Community Amenities

FOR THIS POLICY:

COMMUNITY AMENITY – any area owned by the Apache Shores Property Owners Association, whether improved or unimproved.

GENERAL:

All Community Amenities in Apache Shores are for the enjoyment and use of Apache Shores Property Owners, their tenants and guests.

Hours of use of all Amenities is Dawn to Dusk, year round. An exception is the Community Hall. Please refer to the Community Hall Rental Agreement for terms of use.

Use of glass containers is banned at all community amenities.

No large or dangerous items such as bounce castles, stage equipment, electric lights, gas torches, etc. are allowed to be used at community amenities without prior approval of the Board of Directors. All items brought into the amenity must be removed when event is over unless there is prior approval of the Board of Directors.

Anyone using an amenity is required to remove all trash and possessions when leaving. Courtesy trash receptacles are available at most amenities. In the event that these are full, trash must be removed on departure and disposed of properly in personal trash receptacles.

USE OF AMENITIES FOR PRIVATE FUNCTIONS:

Use of Community Amenities for private functions will be at the discretion of the Board of Directors and any policies put in place by the Board of Directors. The Board may determine that there will be a use charge and/or Deposit for use of the amenity for a private function.

With the exception of the Community Hall NO amenity will be closed to use by authorized persons (Apache Shores property owners, their tenants and guests) during an approved private function. i.e.: a child's birthday party at Children's Park will not close the Children's Park for use by other Apache Shores residents.

No Apache Shores amenity may be used for paid functions or activities or open to general public use without prior and specific permission by the Board of Directors.

An amenity used for a private function must be cleaned and restored to original condition after the event. The Apache Shores resident hosting the function will be financially responsible for any costs associated with repairing any damage or cleaning costs necessary to restore the amenity.

The Apache Shores resident hosting the function MUST be in attendance throughout the entire function. The Apache Shores resident hosting the event is responsible for the behavior of all in attendance.

The Apache Shores resident hosting a function in a community amenity may be required to sign a disclaimer indemnifying Apache Shores Property Owners Association, its agents and employees against any accident or injury incurred during use of the amenity. The ASPOA may also require all attending to also sign a disclaimer.

Motorized Vehicles:

Motorized Vehicles are allowed only in designated parking areas.

Display of Apache Shores issued Parking Permits may be required for use at certain amenities. Please check with the Apache Shores office for parking requirements.

PETS:

All dogs are required to be on leashes and under owner's control at all times. Owners are required to clean up after their pets and can be held responsible if pet waste is not properly disposed.

No animals are permitted in pool area, tennis court, basketball court at ANY time.

BEHAVIOR:

Anyone using any Apache Shores community amenities is required to observe respectful behavior to all at all times.

Unruly or nuisance behavior may be reported to the Apache Shores office. Fines may be imposed at the discretion of the Board of Directors or any policies in place. In the event of a situation requiring immediate attention, please call 911.

Security personnel hired by Apache Shores to enforce parking policies, boat ramp access, etc. may also exercise their discretion in handling unruly behavior; including, but not limited to,

expulsion of those behaving improperly and/or calling local law enforcement if deemed necessary.

ENFORCEMENT BY THE ASSOCIATION IS AS FOLLOWS:

Failure to observe published rules regarding use of the Community Amenities will result in the following action to be taken by Apache Shores Property Owners Association:

Possible fines of up to $200 per offense.
Possible termination of use of any Apache Shores POA amenity for a period of 1 year or as determined by the Board of Directors.

This Resolution was adopted by the Board of Directors of the Association on July 18, 2012

Michelle M Dent
ASPOA President

Anita Dallas
ASPOA Secretary

Subscribed and sworn to before me by said

Michelle Dent and Anita Dallas

Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 20th day of July 2012.

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

JWPhelps
Notary Public Signature

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Sep 05, 2012 11:07 AM 2012147891
GONZALESM: $24.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2012147892
4 PGS

Ret:

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

4 mp

Resolution of the Board of Apache Shores Property Owners Association, Inc

MOVE ON HOME POLICY

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board Believes that it is in the best interest of the Association and the Owners to establish criteria for Move-On Homes in Apache Shores; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept, review and approve plans and specifications to be in compliance with deed restrictions and health and safety matters; for Move-On Homes to be relocated and constructed within the boundaries of the Apache Shores Subdivision.

FOR THIS POLICY:

Move On Home – means any single-family home previously built and moved from its original location to an Apache Shores location. Reference, Apache Shores New Construction Off Site and On Site Built Homes Policy.

A POSTED ASPOA ISSUED BUILDING PERMIT IS REQUIRED PRIOR TO MOVING ANY MOVE ON HOME INTO APACHE SHORES.

There are two types of relocation scenarios for residential structures:

1. Relocating a structure from outside of Apache Shores to inside Apache Shores
2. Relocating a structure within Apache Shores

MOVE ON HOME PRE-APPLICAION APPROVAL:

- All Move-On homes must obtain an off-site inspection by a licensed TREC (Texas Real Estate Commission) inspector to determine the as-is condition prior to submitting a building permit application. Pictures of the exterior and interior of the proposed Move On home are required as part of the inspection report. Once the inspection report with pictures is reviewed by the Architectural Review

Committee (ARC) certain items maybe subject to correction and/or remediation prior to moving the Move On home to Apache Shores. In addition, certain items may require property owners' assurance to repair or replacement as part of the application and permit approval. Repair or replacement will be required of all pre-application inspection deficiencies, at a minimum, with regard to: structural integrity, roof condition & structural, ceiling and floors, fireplace and chimney, electrical systems, HVAC, plumbing, interior and exterior condition. Items not able to be inspected because of a lack of utility service will require approved inspection prior to issuance of a Certificate of Occupancy. This information will be used by the Architectural Review Committee to make a recommendation to the Board of Directors to consider or deny an application for the Move-On home. The Board of Directors may require additional information, The Board of Directors will then vote at a regular Board Meeting to either deny or to allow the applicant to submit a Category I building permit application.

- In addition to the off-site inspection a general site plan for the new location must be provided. The general site plan will include at a minimum: a copy of the lot survey including all structures and infrastructure currently on the lot; any items to be demolished/removed; where the Move-On will be located on the lot including any planned additions/expansion and /or out buildings to the Move-On, driveways, walkways, and site drainage as well as the proposed infrastructure (septic, water, electric) locations.

- Proof of ownership of the structure and Name, address and phone number of the authorized Moving Contractor (must provide up-to-date insurance requirements on file with the Permit Application).

- Environmental concerns such as asbestos, active termites, lead based paint, etc will be reviewed on a case by case basis and may require remediation according to best practices currently in effect.

GENERAL (following Pre-Application Approval) :

- A building permit issued by Apache Shores is required prior to moving any new or used manufactured home into Apache Shores OR from a lot within Apache Shores to another lot in Apache Shores

- Placement of the Move On home is limited to the Deed Restrictions specified by the Apache Shores, Section 1 through 7. Federal, State and Local regulations must be followed with regard to property lines, easements, setbacks, rights of way, and necessary structural engineering. All ASPOA building procedures and policies must be followed.

- A complete building permit application must be submitted to ASPOA office before the ARC will review. Incomplete submittals will **not** be accepted. The ARC reviews the application and all documents and when satisfied it is sent to the ASPOA designated representative for a plan review.

- All dues, assessments, fines, applicable fees, and deposits must be paid before an ASPOA building permit will be issued.

- All construction or work for which a building permit is required shall be subject to inspection by the ASPOA or their designated representatives.

- Applicants for Move-On Homes will pay a deposit of $5,000.00 prior to being issued a building permit from Apache Shores. All or part of the deposit is fully refundable upon issuance of a Certificate of Occupancy by Apache Shores. The property owner must complete a substantial amount of exterior work within the first 120 days from the documented date of delivery of house to the building site in Apache Shores or 50% ($2,500.00) of the deposit is forfeited to Apache Shores. The required exterior work for the Move-On home/property is defined to be a minimum:

    1. Placed on the engineered foundation approved during the permit process
    2. Final Roof completed
    3. All replacement windows in place
    4. Exterior walls completed and finished (siding, stucco, masonry), including paint
    5. All additions or structure expansions approved as part of the permit must meet the completion requirements (items 1 through 4 above)

  An additional inspection and fee ($50.00) will apply to all Move-On Homes. This inspection will be performed not-later-than 120 days following documented delivery date of house to the building site for the purpose of verifying all work required within the first 120 days has been completed. This completion criteria is to ensure that neighboring properties and the community will not have a noticeable unfinished project for an extended period of time.

- If work is not in compliance as permitted the owner will be required to correct the project until it meets approved plans. Final inspection will confirm compliance with approved plans and deposit, less any forfeited amount) will be refunded once a Certificate of Occupancy has been issued.

ENFORCEMENT BY THE ASSOCIATION IS AS FOLLOWS:

Failure to obtain a ASPOA building permit prior to the move on of any Move On home will result in the following action to be taken by ASPOA:

- Owner will be required to **STOP WORK IMMEDIATELY**. A Stop Work Order will be issued and a $200 fine will be levied. Legal action may be pursued as allowed.

- A non-permitted Move On home moved onto an Apache Shores lot will continue to accrue fines at a rate of $200.00 per day until the home is removed from Apache Shores or until all fees have been paid and a building permit application has been submitted. Fines will be suspended until the building permit application is either approved or denied. If the building permit application is approved the owner will be required to pay all accrued fines prior to an ASPOA building permit being issued. If denied, fines will begin again from the date of notice until the required changes have been made and the building permit application has been resubmitted and approved. Otherwise fines will continue to accrue at a rate of $200.00 daily until the home is removed from Apache Shores.

Any and all construction which is not compliant with this policy, deed restrictions, health and/or safety standards, or the adopted current building code must be corrected as a condition of any permit approval.

This policy, should it conflict with Federal, State, or Local law will subvert to those laws. Any conflict with other ASPOA policies must be brought to the attention of the ASPOA Board of Directors before continuing with the project.

This Resolution was adopted by the Board of Directors of the Association on

JULY 18, 2012

Michelle M Dent
ASPOA President

Anita Dallas
ASPOA Secretary

Subscribed and sworn to before me by said

Michelle Dent and Anita Dallas

Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 20th day of July 2012.

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

J W Phelps
Notary Public Signature

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 05, 2012 11:07 AM 2012147892

GONZALESM: $28.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRV 2013104711
5 PGS

ASPOA Board of Directors Code of Ethics

This Board of Directors code of ethics was adopted by the Apache Shores Property Owners Association Board of Directors on 15 May, 2013.

Preamble

The Apache Shores Property Owners Association, Inc. is a non-profit corporation organized to enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision; to own and operate and maintain facilities, and roadways located in and upon said subdivision; generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business of the association is managed under the direction of the ASPOA board of directors. The board's code of ethics serves as a code of conduct for association volunteers and staff in their capacity as board members. Code violations may result in sanctions imposed under the Procedures for Review of Board Member Conduct. The principles and requirements that comprise the code and procedures are based on and are designed to ensure full compliance by ASPOA and its officers, directors, and employees with the fiduciary duties imposed on such individuals by the state non-profit corporation act. At the same time, the code and procedures are not designed to supplant courts of law in the resolution of disputes within the property owners association industry. Moreover, the checks and balances built into the code and procedures are designed to strike the proper balance between ensuring full compliance with the legal obligations described here and ensuring the integrity and efficacy of the code on the one hand and, on the other, the protection of board members, through the use of reasonable due process procedures, against patently false, malicious, or groundless accusations that could result in significant business or personal harm if not properly handled. Members of the board affirm their endorsement of the code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the board.

After Recording, please return to:
ASPOA-c/o Pioneer (Judy Phelps)
611 S Congress; Suite 510
Austin, TX 78704

Board of Directors Code of Ethics:

Members of the board shall at all times abide by and conform to the following code of conduct in their capacity as board members:

Each member of the board of directors will abide in all respects by the ASPOA Members' Code of Ethics and all other rules and regulations of the association (including but not limited to the association's articles of incorporation, deed restrictions, bylaws and policies) and will ensure that their membership in the association remains in good standing at all times. Each member of the board of directors will at all times obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the association when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Furthermore, each member of the board is encouraged to be current with all dues and assessments and held to the same level of deed restrictions, bylaws and policies as membership.

Members of the board of directors will conduct the business affairs of the association in good faith and with honesty, integrity, due diligence, and reasonable competence.

Except as the board of directors may otherwise require or as otherwise required by law, no board member shall share, copy, reproduce, transmit, divulge or otherwise disclose any properly identified or stated confidential information related to the affairs of the association and each member of the board will uphold the strict confidentiality of all meetings and other deliberations and communications of the board of directors identified as such.

Members of the board of directors will exercise proper authority and good judgment in their dealings with association staff, suppliers, and the general public and will respond to the needs of the association's members in a responsible, respectful, and professional manner.

No member of the board of directors will use any information provided by the association or acquired as a consequence of the board member's service to the association in any manner other than in furtherance of his or her board duties. Further, no member of the board of directors will misuse association property or resources and will at all times keep the association's property secure and not allow any person not authorized by the board of directors to have or use such property.

Each director will perform his or her assigned duties in a professional and timely manner pursuant to the board's direction and oversight.

Upon termination of service, a retiring board member will promptly return to the association all documents, electronic and hard files, reference materials, and other property entrusted to the board member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring board member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the board of directors.

~~After Recording, please return to~~:
ASPOA-c/o Pioneer (Judy Phelps)
611 S Congress; Suite 510
Austin, TX 78704

The board of directors dedicates itself to leading by example in serving the needs of the association and its members and also in representing the interests and ideals of the association at large.

No member of the board of directors shall persuade or attempt to persuade any employee of the association to leave the employ of the association or to become employed by any person or entity other than the association. Furthermore, no member of the board of directors shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the association to terminate, curtail, or not enter into its relationship to or with the association, or to in any way reduce the monetary or other benefits to the association of such relationship

- The board of directors must act at all times in the best interests of the association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, board members will identify the conflict and, as required, remove themselves from voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the association interest. Board members shall use the following as guidelines of conduct:

    - Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of the association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain association activities, such benefit must be merely incidental to the primary benefit to the association and its purposes;
    - Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources;
    - Act within the boundaries of their authority as defined by law and the governing documents of the association;
    - Provide opportunities for residents to comment on decisions facing the association;
    - Perform their duties without bias for or against any individual or group of owners or non-owner residents;
    - Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association;
    - Conduct open, fair and well-publicized elections;
    - Always speak with one voice, supporting all duly-adopted board decisions—even if the board member was in the minority regarding actions that may not have obtained unanimous consent;
    - Do not abuse board membership by improperly using board membership or the association's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; board members shall not represent to third parties that their authority as a board member extends any further than that which it actually extends;
    - Do not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the association;
    - Do not engage in or facilitate any discriminatory or harassing behavior directed toward association staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the association;
    - Do not reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the board;
    - Do not make unauthorized promises to a contractor or bidder;
    - Do not advocate or support any action or activity that violates a law or regulatory requirement;
    - Do not misrepresent known facts in any issue involving association business;

~~After Recording, please return to:~~
ASPOA-c/o Pioneer (Judy Phelps)
611 S Congress; Suite 510
Austin, TX 78704

- Do not divulge personal information about any association owner, resident or employee that was obtained in the performance of board duties;
- Do not make personal attacks on colleagues, staff or residents;
- Do not reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
- Do not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the association without fully disclosing such items to the board of directors; and
- Do not provide goods or services to the association as a paid vendor to the association until after full disclosure to, and advance approval by, the board, and pursuant to any related procedures adopted by the board.

AMENDMENT OF THE CODE OF ETHICS:

This Code of Ethics may be amended by a 2/3rds vote of each new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code of Ethics within ninety (90) days of the Annual Meeting and shall adopt the Code of Ethics at a regular Board meeting.

ASPOA Code of Ethics

For the 2013 Board of Directors

ASPOA President,

ASPOA Vice President,

ASPOA Secretary,

ASPOA Treasurer,

ASPOA Director,

ASPOA Director,

ASPOA Director,

~~After Recording, please return to:~~
ASPOA-c/o Pioneer (Judy Phelps)
611 S Congress; Suite 510
Austin, TX 78704

ASPOA Director,

ASPOA Director,

ASPOA Director,

ASPOA Director,

SUBSCRIBED AND SWORN TO BEFORE ME by said, Michelle Dent, President, Mark Rosen, Vice President, Paul Leach Secretary, Wendy J. Martinez Treasurer, Thomas Delaney ASPOA Director, Robert White ASPOA Director, Hector Nava ASPOA Director, Nancy Lemieux ASPOA Director, Ronald F. Wood ASPOA Director, James W. Coney ASPOA Director, J Hogan ASPOA Director of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 15th day of May 2013.

JP Phelps
NOTARY PUBLIC FOR THE STATE OF TEXAS

JUDY WILCOX PHELPS
Notary Public, State of Texas
My Commission Expires
March 08, 2016

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 07, 2013 02:45 PM 2013104711
GONZALESM: $32.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

~~After Recording, please return to:~~
ASPOA-c/o Pioneer (Judy Phelps)
611 S Congress; Suite 510
Austin, TX 78704

TRV 2013119957
4 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive
Austin, TX 78734

POLICY FOR STOP WORK ORDERS (RED TAGS) ISSUED FOR NO BUILDING PERMITS

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Article IV Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it is in the best interest of the Association and the Owners to establish criteria regarding Stop Work Orders (Red Tag) and issue fines for construction not having building permits; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy and procedure, by which Apache Shores Property Owners Association, Inc. will issue Stop Work Orders (Red Tag) and issue fines for construction not having current building permits approved by Apache Shores.

FOR THIS POLICY:

Deed Restrictions for all sections of Apache Shores state, "All building plans are subject to approval of APACHE SHORES".

Apache Shores Property Owners Association (ASPOA) has established a standardized building packet identifying various construction categories requiring building permits. All construction specified by the Construction Categories and Permit Fees must have approved building permits issued by Apache Shores prior to any construction work commencing. Any member of ASPOA can report "working without a building permit" to the management office manager. Any property reported to Apaches Shores with construction in process and suspected of not having a building permit will be investigated by property management and the Apache Shores Architectural Review Committee (ARC) to determine if a building permit has been issued. If no building permit has been issued a Stop Work Order (Red Tag) will be prepared and posted on

the property and a letter sent to the property owner notifying the property owner of non compliance to Deed Restrictions and fines will be assessed per the following procedure.

GENERAL:

The office manager will conduct a review along with a member of the ARC to determine if a permit has been issued for the work taking place on the reported property. If a permit is on file the property owner will be notified to place the building permit on the property where it is visible from the street/road. If it is determined that no building permit has been issued a Stop Work Order (Red Tag) will be prepared and immediately posted at the property and a letter sent to the property owner by property management.

PROCEDURE FOR ISSUING STOP WORK ORDERS (RED TAG) AND APPLYING FINES:

Except for Move On homes, Modular Homes and Manufactured Homes the following is to be followed for construction without a building permit:

1. Property management receives a notice for work being performed without a building permit. The office manager along with a member of the ARC investigates the system to determine if a building permit has been issued.
2. If it is determined that no building permit has been issued a Stop Work Order (Red Tag) is prepared, signed and immediately posted at the property where the construction is taking place.
3. A copy of the Stop Work Order (Red Tag) is sent to the management company and a letter to the property owner notifying the property owner of the violation and an automatic fine of $200.00 is immediately assessed.
4. If the Stop Work Order (Red Tag) is ignored and work continues without the proper building permit or if the Stop Work Order (Red Tag) document is physically removed from the property an additional automatic fine of $200.00 per day will be assessed.
5. If five (5) working days have passed since the postmark of the Stop Work Order (red Tag) letter notification to the property owner and the property owner has not made contact with property management to arrange putting in place a compliance plan and schedules in place then daily fines will immediately begin at $50 per day. If no compliance plan is in place by day fourteen (14) then the fines increase to $200 per day.
6. Mitigating further fines can be accomplished in the following way:
    a) Within two (2) working days the property owner makes contact with the property management company and acknowledging receipt of the Stop Work Order (Red Tag).
    b) The property owner and ASPOA agrees on a date when a compliance plan and schedule to complete the building application, including all required documentation, will be submitted to ASPOA. The plan and schedule to bring the

property into compliance to obtain an ASPOA building permit will be based on the category of construction (reference ASPOA Building Packet)

c) The plan will establish a submittal date to ASPOA for the Permit Application, Application Checklist and all required documents.
d) ASPOA will commence the building permit process only after all required documents are received. Note: no work will be authorized to continue until ASPOA has issued a building permit.
e) Failure by the property owner to provide a compliance plan on the agreed date or fails to meet the compliance plan submittal date, see Item 7. below.

7. If the property owner fails to put into place a compliance document with schedules as stated in 4 above or does not meet the agreed compliance plan schedule for submittal of the permit application then fines will be assed beginning on the postmark date of the Stop Work Order (Red Tag) letter begin at=$50 per day. If no compliance plan is in place by day fourteen (14) then the fines increase to $200 per day.

For Move On homes, Modular Homes and Manufactured Homes the following fine procedure is to be followed for construction reported without a building permit:

1. Property management receives a notice that a Move On homes, Modular Homes or Manufactured Homes has been delivered into Apache Shores without a building permit. The office manager along with a member of the ARC investigates the system to determine if a building permit has been issued.
2. If it is determined that no building permit has been issued a Stop Work Order (Red Tag) is prepared, signed and posted at the property where the construction is taking place and a letter to the property owner notifying the property owner of the violation.
3. A copy of the Stop Work Order (Red Tag) is sent to the management company and a letter to the property owner notifying the property owner of the violation and an automatic fine of $1000.00 is immediately assessed.
4. If the Stop Work Order (Red Tag) is ignored and work continues without the proper building permit or if the Stop Work Order (Red Tag) document is physically removed from the property an additional automatic fine of $200.00 per day will be assessed.
5. Fines will accrue at the rate of $200.00 per day after two (2) working days and until the home is removed or until a submittal of a building application and checklist, including all required documentation, is received and recorded as accepted at the property management office.
6. Mitigating further fines can be accomplished in the following way:
    a) Within two (2) working days the property owner makes contact with the property management company and acknowledging receipt of the Stop Work Order (Red Tag).
    b) The property owner and ASPOA agrees on a date when a compliance plan and schedule to complete the building application, including all required documentation, will be submitted to ASPOA. The plan and schedule to bring the property into compliance and to obtain an ASPOA building permit will be based on the category of construction (reference ASPOA Building Packet)

c) The plan will establish a submittal date to ASPOA for the Permit Application, Application Checklist and all required documents.
d) ASPOA will commence the building permit process only after all required documents are received. . Note: no work will be authorized to continue until ASPOA has issued a building permit.
e) Failure by the property owner to provide a compliance plan on the agreed date or fails to meet the compliance plan submittal date, see Item 6. below.

7. If the property owner fails to put into place a compliance document with schedules as stated in 5 above or does not meet the agreed compliance plan schedule for submittal of the permit application then fines will be assessed as stated in 4. above, beginning on the postmark date of the Stop Work Order letter (Red Tag).

Approved at the Regular Board Meeting on May 15, 2013 and recorded in the minutes of that meeting.

Michelle Dent
ASPOA Director, Michelle Dent

Paul Leach
ASPOA Director, Paul Leach

SUBSCRIBED AND SWORN TO BEFORE ME by said, Hector Quintanilla President, Michelle Dent, AND Secretary, Paul Leach of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 30th day of May 2013.

NOTARY PUBLIC FOR THE STATE OF TEXAS

HECTOR QUINTANILLA
My Commission Expires
June 26, 2014

After Recording, please return to:
Apache Shores
c/o Pioneer-ATTN: Judy
611 S Congress; Suite 510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Jun 28, 2013 10:47 AM 2013119957
SCOTTR: $28.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

3

TRV 2013158196
3 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION
14919 General Williamson Drive
Austin, TX 78734

INDUSTRIALIZED HOUSING (MODULAR HOME) POLICY

This policy replaces Apache Shores Modular Home Policy dated 14 May, 2002 and Apache Shores Modular Home Policy 25 February, 2004

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Article IV Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it is in the best interest of the Association and the Owners to establish a policy for acceptance of a Industrial Housing (Modular Home) in Apache Shores; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy and procedure, by which Apache Shores Property Owners Association, Inc. will issue Building Permits for new Industrialized Housing (Modular Homes).

FOR THIS POLICY:

Deed Restrictions for all sections of Apache Shores state, "All building plans are subject to approval of APACHE SHORES".

Apache Shores Property Owners Association (ASPOA) has established a standardized building packet identifying various construction categories requiring building permits. All construction specified by the Construction Categories and Permit Fees must have approved building permits issued by Apache Shores prior to any construction work commencing.

GENERAL:

The Texas Department of Licensing and Regulation (TDLR) has defined Industrialized Housing (Modular Housing) to be a residential structure that is designed for family occupancy constructed in one or more modules, or one or more modular components, built at a location other than the permanent site and designed to be used as a permanent residential structure when the module or the modular component is transported to the permanent site and erected or installed on a permanent foundation system. All industrialized housing is installed according to the manufacturer's specifications, or to unique site details designed by a professional engineer or architect and approved by Apache Shores Property Owners Association. Site work includes the foundation, installation of the modular home, and provisions for the installation of utilities such as electric, water and waste disposal.

Industrialized Housing (Modular Housing) is;

- Constructed to the same codes as traditional site built housing
- Installed on a permanent foundation system
- Becomes part of the real property and titles of ownership are provided as with site built houses
- Once installed the modular sections that make up an industrialized house will each bear a certification decal (label)

Apache Shores will require that each industrial housing single-family permit application be reviewed to ensure:

(1) The home is to be installed on a permanent foundation system,

(2) That the home will be constructed to meet all International, National and local building codes in effect at the time of a building application, and

(3) as with all other construction projects, industrialized housing must comply with all Travis County permit requirements, City of Austin permit requirements (where applicable), building line setbacks, side and rear easements, square footage, and other site requirements applicable to Apache Shores Property Owners Association

As part of the in process and / or final inspection of a project and prior to issuing a Certificate of Occupancy, Apache Shores, or it assignee, will witness that each modular sections that make up an industrialized house will bear the required Industrialized Housing certification decal (label).

Approved at the Regular Board Meeting on August 21, 2013 and recorded in the minutes of that meeting.

Michelle M Dent

ASPOA President,

ASPOA Secretary, Board member

SUBSCRIBED AND SWORN TO BEFORE ME by said, Michelle Dent, President, _____, AND ~~Secretary~~, Board member Robert White _____ of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 21st day of August 2013.

Jackie J Wheeless

NOTARY PUBLIC FOR THE STATE OF TEXAS

JACKIE WHEELESS
Notary Public, State of Texas
My Commission Expires
July 11, 2016

After Recording, please return to:
Apache Shores
c/o Pioneer-ATTN: Judy
611 S Congress; Suite 510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 22, 2013 02:00 PM 2013158196
CLINTONB: $24.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

8/21/2013

TRV 2014112686
3 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

ON-SITE SEWAGE FACILITY (OSSF)

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept and approve plans and specifications to be in compliance with deed restrictions and health and safety matters; for all on-site sewage facilities within the boundaries of the Apache Shores Subdivision.

A POSTED ASPOA ISSUED BUILDING PERMIT IS REQUIRED FOR ALL CONSTRUCTION WHICH INCLUDES THE POSTING OF THE TRAVIS COUNTY ISSUED ON-SITE SEWAGE FACILITIES PERMIT

FOR THIS POLICY:

Texas Administrative Code Title 30, Part 1, Chapter 285 provides a comprehensive regulation program of on-site sewage facilities (OSSF), as prescribed by the Texas Health and Safety Code, Chapter 366 which establishes minimum standards for planning materials, construction, installation, alteration, repair, extension, operation, maintenance, permitting, and inspection of OSSFs.

All new construction homes in Apache Shores (site built, modular, move-on, and manufactured home/mobile home/trailer) and Enlargements, Additions, or Alterations to existing residential space must have a designed and approved OSSF by Travis County.

Emergency Repairs

An emergency repair may be made to an on-site sewage facility (OSSF) providing that the repair:

- is made for the abatement of an immediate, serious and dangerous health hazard; and does not constitute an alteration of that OSSF system's planning materials and function.

Emergency repairs include tasks such as replacing tank lids, replacing inlet and outlet devices, repairing risers and riser caps, repairing or replacing disinfection devices, repairing damaged drip irrigation tubing and repairing solid lines. Such repairs must meet criteria established in this chapter. The individual authorized to make the repair shall notify the permitting authority, in writing, within 72 hours after starting the emergency repairs. The notice must include a detailed description of the methods and materials used in the repair. An inspection of the emergency repairs may be required at the discretion of the permitting authority.

Cautionary Note

Owners shall not allow driveways, storage buildings, or other structures to be constructed over the treatment or disposal systems.

Any and all construction which is not compliant with this policy, deed restrictions, health and/or safety standards, or the adopted current building code must be corrected as a condition of any permit approval.

This policy, should it conflict with Federal, State, or Local law will subvert to those laws. Any conflict with other ASPOA policies must be brought to the attention of the ASPOA Board of Directors before continuing with the project.

This Resolution was adopted by the Board of Directors of the Association on **JULY 16**, 2014

ASPOA President Michelle Dent

ASPOA ~~Secretary~~ DIRECTOR

Subscribed and sworn to before me by said

Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 18th day of July 2014.

Notary Public Signature

HECTOR QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 26, 2018

After recording, please return to:
Pioneer- Judy Wilcox
611 Congress Ave; Suite 510
Austin, TX 78704

Once recorded please return documents to:

Apache Shores Property Owners Association
c/o Pioneer Real Estate Services
611 South Congress Ave #510
Austin, TX 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 29, 2014 03:47 PM 2014112686

BENAVIDESV: $34.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRV 2015064595
2 PGS

Apache Shores Property Owners Association
14919 General Williamson Drive, Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

BUILDING POLICY

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded April 21, 2003 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board Believes that it is in the best interest of the Association and the Owners to establish criteria regarding building; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy, by which Apache Shores Property Owners Association, Inc. (ASPOA) will accept building applications, review and approve plans and specifications for construction.

FOR THIS POLICY:

Apache Shores is dedicated to establish standards to ensure the safety, health, property value and the general quality of life of the membership.

The Apache Shores Declarations of Restrictions for Sections 1 through 7 allows only residential use construction as defined by specific covenants, conditions, and easements, and allows all building plans to be subject to approval by Apache Shores, Inc. or its assigns. The Apache Shores Board of Directors has put in place an Architectural Review Committee (ARC) to establish a standardized building packet for applying and approving all construction projects. The ARC has an established review process of all applications and has delegated the engineering design and specification review and all construction inspections to a designated third party. Specified Travis County inspections, and City of Austin inspections, as required, will be performed by those agencies.

The building packet is designed to cover a wide range of construction types and to apply consistency in what information and supporting documents are required for submittal as part of construction applications. A Certificate of Occupancy or Certificate of Completion will be issued by Apache Shores after all in process and a final inspection is completed.

Apache Shores will adhere to Federal and State building codes, Travis County building requirements, and the City of Austin building requirements where required, and all recoded plat with Travis County.

This Resolution was adopted by the Board of Directors of the Association on January 21, 2015

ASPOA President Michelle M. Dent

David Sullins Stewart
ASPOA Secretary

Subscribe and sworn to before me by said Hector Quintanilla

Michelle M. Dent and David Sullins Stewart

Directors of Apache Shores Homeowners Association, a Texas non profit corporation, on behalf of such non-profit corporation on this 21st day of January, 2015

HECTOR QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 26, 2018

Once recorded please return to:
Apache Shores POA
c/o Pioneer Real Estate Services
611 South Congress Ave #510
Austin Tx 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Apr 29, 2015 08:56 AM 2015064595
BENAVIDESV: $30.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV
3 PGS
2015166871

3

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive

Austin, TX 78734

EASEMENT, SETBACK, HEIGHT AND WATER DRAINAGE POLICY

This policy in part replaces Apache Shores document ADDITIONS TO THE BUILDING PACKET ADOPTED 3/26/2006

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Article IV Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it is in the best interest of the Association and the Owners to establish criteria for Easement, Setback, Height and Water Drainage in Apache Shores; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy for defining Easements, Setbacks and Height Limits, and Drainage requirements by which Apache Shores Property Owners Association, Inc. will issue Building Permits for construction.

FOR THIS POLICY:

Deed Restrictions for all sections of Apache Shores state, "All building plans are subject to approval of APACHE SHORES".

Apache Shores Property Owners Association (ASPOA) has established a standardized building packet identifying various construction categories requiring building permits. All construction specified by the Construction Categories and Permit Fees must have approved building permits issued by Apache Shores prior to any construction work commencing.

Easements and Setbacks:

- If there is a conflict with the Apache Shores Deed Restrictions, easements and setbacks established in the plat records of Travis County will take precedence.

Structures, Easements, Setbacks and Height Limit:

- No portion of any structure shall extend into any of the easement or setbacks as recorded on the Travis County plat, this includes all overhangs, porches, stairs, and accessory buildings.
- If the new structure has the potential for exceeding the 33' height cap, excluding chimneys, placement of flagged ridgepoles showing the end points of the main (length and height) roof line of the proposed structure may be requested by the Board preceding the Board's consideration of approval of the building plans and throughout construction.
- No accessory building can be placed over the area of a septic system (tank and leach field) or in any easement or setback as recorded on the Travis County Plat.

Water Drainage:

Water that does not soak into the ground, but instead runs off its surface and through natural or created drainage areas, natural processes, water runoff, and erosion typically accelerate because of human activity. Impervious surfaces such as roofs, driveways, accessory buildings, and roads block water from soaking naturally into the ground. Increased surface runoff results in large volumes of water entering streams more quickly and at higher velocities, which can cause erosion or flooding of properties and roadways.

Apache Shores is a rural hill country community that was developed without constructed drainage systems. As lots continue to be developed in our community there is a direct growth in impervious cover which will affect the rate water runoff will take place from a given event. As part of the planning process for construction, property owners and their contractors need to be concerned about water runoff and the impact to their property and any adjoining property to make sure there is no negative impact to the natural drainage channels that would cause flooding or damage to their property or the property of others.

Travis County, Transportation & Natural Resources (TNR), & Travis County Environmental Quality (TCEQ), can provide guidance of water runoff management.

Disclaimer: Apache Shores Property Owners Association, or any member of the association, or any board member or committee member, is not responsible for the results of any construction permit approved that may result in a water runoff damage or flooding to their property or other properties.

Approved at the Regular Board Meeting on 09/23/15 and recorded in the minutes of that meeting.

Sullin Stuart

ASPOA President,

ASPOA Secretary,

SUBSCRIBED AND SWORN TO BEFORE ME by said, Thomas G. Lappin, President, Sullins Stuart, AND Secretary, —, — of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 23rd day of September 2015.

JUDY A. WILCOX
My Commission Expires
March 8, 2016

NOTARY PUBLIC FOR THE STATE OF TEXAS

After Recording, please return to:

Apache Shores

c/o Pioneer-ATTN: Judy Wilcox

611 S Congress; Suite 510

Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Oct 19, 2015 09:40 AM 2015166871
VALLEJOA: $34.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2015166887
5 PGS

5

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive

Austin, TX 78734

BUILDING PERMIT PROCEDURE, CAPITAL IMPROVEMENTS FEES AND CONSTRUCTION DEPOSIT, POLICY

This policy in part replaces Apache Shores document ADDITIONS TO THE BUILDING PACKET ADOPTED 3/26/2006

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Article IV Section 10 of the By-Laws) within Apache Shores Property Owners Association; and

WHEREAS, the Board believes that it is in the best interest of the Association and the Owners to establish a policy for **building procedures** in Apache Shores; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy and procedures by which Apache Shores Property Owners Association, Inc. Building Permits are issued, the validity periods of Building Permits, required Capital Improvement Fees, and the purpose for and refund of Construction Deposits.

FOR THIS POLICY:

Deed Restrictions for all sections of Apache Shores state, "All building plans are subject to approval of APACHE SHORES".

Apache Shores Property Owners Association (ASPOA) has established a standardized building packet identifying various construction categories requiring building permits. All construction specified by the Construction Categories and Permit Fees must have approved building permits issued by Apache Shores prior to any construction work commencing.

The permit procedure:

- Property owners determine their project, complete a building permit application packet and submit the completed building packet, as defined by the Architectural Review Committee, to the Apache Shores Property Owners Association office.
- ASPOA building information and required forms are available on line at the ASPOA website.
- Incomplete applications will not be accepted for review by the Architectural Review Committee (ARC).
- The ARC will review all submitted applications; to ensure compliance with Deed Restrictions, applications requirements, and building policies. The ARC has delegated the engineering design and specification review for compliance to current building codes to a designated third party. ARC decisions will be communicated in writing to the property owner through the ASPOA office.
- If denied, the owner may make the necessary changes and resubmit to the ARC for approval.
- Decisions of the Architectural Review Committee may be appealed, in writing, to the Board of Directors (BoD). All final decisions regarding appeals are made by the BoD. The decisions of the BoD will be communicated with the property owners in writing through the ASPOA office.
- Building permits will only be issued to members in good standing with Apache Shores Property Owners Association;
    - All annual Maintenance Fees are current
    - All approved annual Assessments are current
    - No outstanding property violations

Construction Permit expiration:

In accordance with the ASPOA Deed Restrictions all building permits are issued with a (6) month expiration date.

- All permits expire at the end of that six (6) months unless a request for extension has been received, approved, and an extension permit issued by Apache Shores Property Owners Association.
- All requests for permits extensions should be in writing and received within thirty (30) days of the expiration date of the permit.
- All major construction projects must be at least 50% complete before an owner may apply for an extension to the issued building permit. New Home Construction permits must have had at least in process inspections through Frame Inspections and Electrical/Mechanical to qualify for extension. All owners who meet the requirements for a permit extension will be granted one time extension at no charge. The extension time period will be an additional six (6) months unless determined by the ARC that the

time period to complete should be shorter based on work to be completed. In some cases the property owner may be required to submit a time table for completion if it appears progress is taking more time than considered necessary to complete a project within a reasonable time.

- Projects that are determined to not be at a 50% completion point and all additional permit extension beyond the 1st extension will be required to pay a fee of $100.00.

If Construction has not begun or permits have expired:

- All permits become null and void if construction has not commenced within sixty (60) days from the date the permit is issued. All building permit fees and Capital Improvements fees are non-refundable.
- For major building projects that is constructing new or added living space and a property owner allows the building permit to expire for less than 30 days an additional fee, regardless of percent complete, of $100.00 is required; 30 to 60 days an additional $200.00; over 60 days an additional $300.00

Capital Improvement Fee:

All major construction projects as defined in the ASPOA Definition of Construction Categories and Permit Fees are required to pay a Capital Improvements fee as defined by the Construction Categories and Permit Fees.

- Full payment is required with the permit application.
- This fee will become part of the general road maintenance fund and maybe used on any road within Apache Shores.

Construction Refundable Deposit and conditions to receive a refund:

The purpose of the construction deposit is to insure that property owners are complying with the issued permit requirements to complete all required inspections / acceptance and receiving a Certificate of Occupancy (CoO) or Completion of Certificate (CoC) for the project from ASPOA for the permit issued.

- A Construction deposits is required on all projects except Minimal Repair free permit projects as defined by Construction Categories and Permit Fees
- A construction deposit is due after the ARC has approved the project, but prior to issuing the building permit by the ASPOA office
- All inspections requirements must be completed and approved prior to issuing a CoO or a CoC

- Deposit refunds are returned to the applicant only after all required inspections are complete and a CoO or CoC is issued by ASPOA

Conditions when all or part of a deposit will not be refunded.

- If a property owner fails to receive a CoO from ASPOA prior to occupancy then ASPOA may reduce the amount of refund up to 50% for the property owners non-compliance to obtain a final inspection approval and issued a CoO from ASPOA
- Construction deposits will not be refunded when a project has been determined by ASPOA to be abandoned

  An abandoned project is determined when;
  - A building permit has expired for more than 60 days
  - There is no visible or continued evidence of work taking place at the project
  - A registered letter has been sent from the association to the property owner of record identifying the project as abandoned and there is no written response within 15 days from the property owner including an action plan to complete the project and put in place new permits

A Certificate of Occupancy is required before occupancy of a property. A CoO is a document issued by ASPOA following completion of all required inspections and acceptance by Travis County, WCID #17, City of Austin (as required), and the ASPOA designated inspector indicating the project final condition is suitable for occupancy.

Approved at the Regular Board Meeting on 09/23/2015 and recorded in the minutes of that meeting.

Thomas G Lappin

ASPOA President,

Sullins Stuart

ASPOA Secretary,

SUBSCRIBED AND SWORN TO BEFORE ME by said, Thomas G. Lappin, President, Sullins Stuart, AND Secretary,

_____ of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 23rd day of September 2015.

Judy Wilcox

NOTARY PUBLIC FOR THE STATE OF TEXAS

JUDY A. WILCOX
My Commission Expires
March 8, 2016

After Recording, please return to:

Apache Shores

c/o Pioneer-ATTN: Judy Wilcox

611 S Congress; Suite 510

Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Oct 19, 2015 09:54 AM 2015166887
VALLEJOA: $42.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV
4 PGS
2016095051

ASPOA Board of Directors Code of Ethics-2016

This Board of Directors code of ethics was adopted by the Apache Shores Property Owners Association Board of Directors on 6-9, 2016.

Preamble

The Apache Shores Property Owners Association, Inc. is a non-profit corporation organized to enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision; to own and operate and maintain facilities, and roadways located in and upon said subdivision; generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business of the association is managed under the direction of the ASPOA board of directors. The board's code of ethics serves as a code of conduct for association volunteers and staff in their capacity as board members. Code violations may result in sanctions imposed under the Procedures for Review of Board Member Conduct. The principles and requirements that comprise the code and procedures are based on and are designed to ensure full compliance by ASPOA and its officers, directors, and employees with the fiduciary duties imposed on such individuals by the state non-profit corporation act. At the same time, the code and procedures are not designed to supplant courts of law in the resolution of disputes within the property owner's association industry. Moreover, the checks and balances built into the code and procedures are designed to strike the proper balance between ensuring full compliance with the legal obligations described here and ensuring the integrity and efficacy of the code on the one hand and, on the other, the protection of board members, through the use of reasonable due process procedures, against patently false, malicious, or groundless accusations that could result in significant business or personal harm if not properly handled. Members of the board affirm their endorsement of the code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the board.

Board of Directors Code of Ethics:

Members of the board shall at all times abide by and conform to the following code of conduct in their capacity as board members:

Each member of the board of directors will abide in all respects by the ASPOA Members' Code of Ethics and all other rules and regulations of the association (including but not limited to the association's articles of incorporation, deed restrictions, bylaws and policies) and will ensure that their membership in the association remains in good standing at all times. Each member of the board of directors will at all times obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the association when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Furthermore, each member of the board is encouraged to be current with all dues and assessments and held to the same level of deed restrictions, bylaws and policies as membership.

Members of the board of directors will conduct the business affairs of the association in good faith and with honesty, integrity, due diligence, and reasonable competence.

Except as the board of directors may otherwise require or as otherwise required by law, no board member shall share, copy, reproduce, transmit, divulge or otherwise disclose any properly identified or stated confidential information related to the affairs of the association and each member of the board will uphold the strict

confidentiality of all meetings and other deliberations and communications of the board of directors identified as such.

Members of the board of directors will exercise proper authority and good judgment in their dealings with association staff, suppliers, and the general public and will respond to the needs of the association's members in a responsible, respectful, and professional manner.

No member of the board of directors will use any information provided by the association or acquired as a consequence of the board member's service to the association in any manner other than in furtherance of his or her board duties. Further, no member of the board of directors will misuse association property or resources and will at all times keep the association's property secure and not allow any person not authorized by the board of directors to have or use such property.

Each director will perform his or her assigned duties in a professional and timely manner pursuant to the board's direction and oversight.

Upon termination of service, a retiring board member will promptly return to the association all documents, electronic and hard files, reference materials, and other property entrusted to the board member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring board member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the board of directors.

The board of directors dedicates itself to leading by example in serving the needs of the association and its members and also in representing the interests and ideals of the association at large.

No member of the board of directors shall persuade or attempt to persuade any employee of the association to leave the employ of the association or to become employed by any person or entity other than the association. Furthermore, no member of the board of directors shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the association to terminate, curtail, or not enter into its relationship to or with the association, or to in any way reduce the monetary or other benefits to the association of such relationship.

The board of directors must act at all times in the best interests of the association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, board members will identify the conflict and, as required, remove themselves from voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the association interest. Board members shall use the following as guidelines of conduct:

- Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of the association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain association activities, such benefit must be merely incidental to the primary benefit to the association and its purposes;
- Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources;
- Act within the boundaries of their authority as defined by law and the governing documents of the association;
- Provide opportunities for residents to comment on decisions facing the association;
- Perform their duties without bias for or against any individual or group of owners or non-owner residents;
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association;
- Conduct open, fair and well-publicized elections;
- Always speak with one voice, supporting all duly-adopted board decisions—even if the board member was in the minority regarding actions that may not have obtained unanimous consent;

- Do not abuse board membership by improperly using board membership or the association's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; board members shall not represent to third parties that their authority as a board member extends any further than that which it actually extends;
- Do not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the association;
- Do not engage in or facilitate any discriminatory or harassing behavior directed toward association staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the association;
- Do not reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the board;
- Do not make unauthorized promises to a contractor or bidder;
- Do not advocate or support any action or activity that violates a law or regulatory requirement;
- Do not misrepresent known facts in any issue involving association business;
- Do not divulge personal information about any association owner, resident or employee that was obtained in the performance of board duties;
- Do not make personal attacks on colleagues, staff or residents;
- Do not reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
- Do not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the association without fully disclosing such items to the board of directors; and
- Do not provide goods or services to the association as a paid vendor to the association until after full disclosure to, and advance approval by, the board, and pursuant to any related procedures adopted by the board.

AMENDMENT OF THE CODE OF ETHICS:

This Code of Ethics may be amended by a 2/3rds vote of each new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code of Ethics within ninety (90) days of the Annual Meeting and shall adopt the Code of Ethics at a regular Board meeting.

ASPOA Code of Ethics for the 2016 Board of Directors

Chris Scheetz

Alison Blake

James Coney

Gus Martinez

Walter Olenick

Bob Cawthon

Kim Longoria

David Tropea

Jeff Featherston

Kathy Peele

Ben Menfi

SUBSCRIBED AND SWORN TO BEFORE ME by said, Chris Scheetz, Alison Blake, James Coney, Gus Martinez, Walter Olenick, Kim Longoria, David Tropea, Bob Cawthon, Jeff Featherston, Kathy Peele and Benn Menfi, Board of Directors of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 9th day of June 2016.

Judy Wilcox
NOTARY PUBLIC FOR THE STATE OF TEXAS

JUDY WILCOX
My Notary ID # 11592252
Expires March 8, 2020

Once Recorded Please Return To:
Apache Shores POA
c/o Pioneer Real Estate Services
611 S Congress Ave #510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 16, 2016 02:28 PM 2016095051
RAMIREZA: $38.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV
5 PGS
2016099731

APACHE SHORES PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive Austin, Texas 78734
Office: (512) 266-2719 Fax: (512) 266-3910
Website: www.apacheshorespoa.com

Resolution of the Board of Apache Shores Property Owners Association, Inc

POLICY REGARDING USE OF COMMUNITY AMENITIES

This policy in part replaces Apache Shores document: POLICY REGARDING USE OF COMMUNITY AMENITIES 07/20/2012

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association" or "ASPOA") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within the Association; and

WHEREAS, the Apache Shores Board of Directors (the "Board") believes that it is in the best interest of the Association and the Owners to establish criteria for use of community amenities; and

WHEREAS, the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policies, by which the Association provides access to, permits the use of, and establish rules of conduct for the Community Amenities.

FOR THIS POLICY:

COMMUNITY AMENITY – Any area owned by the Association, whether improved or unimproved.

GENERAL:

All Community Amenities in Apache Shores are for the enjoyment and use of Apache Shores Property Owners, their tenants, and accompanied guests in accordance with the guidelines set forth hereof.

Hours of use of all Amenities is Dawn to Dusk, year round. An exception is the Community Hall. Please refer to the Community Hall Rental Agreement for terms of use.

Use of glass containers is banned at all community amenities.

No large or dangerous items such as bounce castles, stage equipment, electric lights, gas torches, etc. are allowed to be used at community amenities without prior approval of the Board. All items brought into an amenity must be removed when the usage of the amenity has completed, unless there is prior approval of the Board.

Anyone using an amenity is required to remove all pet feces, trash, and possessions upon departure. Courtesy pet waste bags and trash receptacles are available at most amenities. In the event that these are full, trash must be removed upon departure and disposed of properly in personal trash receptacles.

USE OF AMENITIES FOR PRIVATE FUNCTIONS:

Use of Community Amenities for private functions will be at the discretion of the Board and any policies put in place by the Board. The Board may determine that there will be a use charge and/or deposit for use of the amenity for a private function.

With the exception of the Community Hall NO amenity will be closed to use by authorized persons (Apache Shores property owners in good standing, their tenants, and accompanied guests) during an approved private function. i.e.: a child's birthday party at Children's Park will not close the Children's Park for use by other Apache Shores residents.

Apache Shores amenities may NOT be used for any commercial use (i.e. making use of an amenity in or for a business or directly/indirectly for financial gain) or paid functions or activities or open to general public use without prior and specific permission by the Board.

An amenity used for a private function must be cleaned and restored to its original condition after the event. The Apache Shores resident hosting the event will be financially responsible for any costs associated with repairing any damage or costs necessary to clean and restore the amenity to its original condition.

The Apache Shores resident hosting the function MUST be in attendance throughout the entire function. The Apache Shores resident hosting the event is responsible for the behavior of all in attendance.

The Apache Shores resident hosting a function in a community amenity is required to sign a disclaimer indemnifying Apache Shores Property Owners Association, its agents, and its employees against any accident or injury incurred during use of the amenity. The ASPOA may also require all attending to also sign a disclaimer.

Amenity Access:

Access to all ASPOA amenities are limited to Property Owners in good standing, tenants, and accompanied guests in accordance with the guidelines set forth hereof.

Access to gated amenities such as the Tennis Court, Basketball Court, Swimming Pool, Boat Ramp, and Lakeside Park may be regulated by the use of an electronic Key Fob system or other system(s) controlled by the ASPOA.

One (1) initial Key Fob will be provided by the ASPOA for access to the Tennis Court, Basketball Court, and Lakeside Park. No more than One [1] additional Key Fob per household may be purchased for an additional fee as set by the board. Access to other Amenities other than the Tennis Court, Basketball Court, and Lakeside Park are outlined below.

Lost or damaged Key Fobs may be purchased from the ASPOA for a replacement fee as set by the Board. Any lost or damaged Key Fobs will have its access terminated by the ASPOA. If a property is sold, or a new Amenities Rights Transfer Form is submitted, all associated access will be terminated, and such rights transferred to the new owner, or to the tenant. As further described below, there shall be no sharing of amenities access. No Property Owner, or tenant, will be granted more than Two [2] active Key Fobs at any given time. Key Fobs and associated amenities access may only be transferred a maximum of three [3] times within a twelve [12]

month period. The replacement fee for lost or damaged Key Fobs will incur an additional replacement fee after the first replacement.

Access to amenities must be renewed on an annual basis. For access to be granted all following requirements must be met:

A. Property Owners must be in good standing with the ASPOA (i.e. current on all fees, assessments, fines, etc.);
B. Complete and sign each of the current use and rules agreement(s);
C. Complete and sign a release and indemnity agreement; and
D. In the case of tenants, complete an Amenities Rights Transfer Form.

Pool Access and Fees:

In order to offset the costs for maintaining the pool, the board shall set an annual fee for access to the pool. This fee will be in addition to any that are outlined above, and are further outlined in the SWIMMING POOL RULES AND AGREEMENT. Additionally, a signed completed rules agreement and a release and indemnity form must be submitted for pool access.

Amenity Use Transfer:

A property Owner may transfer their amenity access and use to a tenant. To do so, the Amenities Rights Transfer Form, or its successor form, must be completed and singed by both the Owner and their tenant. The Owner must be in good standing (current on all maintenance fees, special assessments, fines, late fees, etc.) with the ASPOA before the transfer can be granted.

By transferring this right to use the amenities, the Owner is giving up all of their access and rights to ASPOA Amenities. As mentioned above there shall be no sharing of amenities access. Owners understand that amenities are transferred in their entirety and may NOT be transferred in part, i.e. one can't transfer just pool access, while retaining boat ramp access.

Key Fobs and associated amenities access may only be transferred a maximum of three [3] times within a twelve [12] month period.

Motorized Vehicles:

Motorized Vehicles are allowed only in designated parking areas.

Display of an Apache Shores issued Parking Permit is required for use at each amenity that provides a parking area. Please check with the Apache Shores office for parking requirements.

Parking Permits must be renewed on an annual basis. The costs and renewal procedures are determined by the Board.

Boat Ramp Usage:

Boat Ramp Access, Usage, and Fees shale be dictated by the "POLICY AND PROCEDURE FOR USING THE APACHE SHORES PROPERTY OWNERS ASSOCIATION LAKESIDE PARK BOAT LAUNCH FACILITY."

PETS:

All dogs are required to be on leashes and under owner's control at all times. Owners are required to clean up after their pets and can be held responsible if pet waste is not properly disposed. Failure to control or clean up after a pet may also result in fines or loss of amenity access privileges for up to one year.

No animals are permitted in pool area, tennis court, or basketball court at ANY time.

BEHAVIOR:

Anyone using any Apache Shores community amenities are required to observe respectful behavior at all times.

Unruly, or nuisance behavior, should be reported to the Apache Shores office. Fines may be imposed at the discretion of the Board, or any policies in place. In the event of a situation requiring immediate attention, please call 911.

Security personnel hired by Apache Shores to enforce parking policies, boat ramp access, etc. may also exercise their discretion in handling unruly behavior; including, but not limited to, expulsion of those behaving improperly and/or calling local law enforcement if deemed necessary.

There shall be no wheeled toys, skate boards, roller skates, roller blades, bicycles, tricycles, big wheels, or any other wheeled means of transportation that are motorized or non-motorized permitted in pool area, tennis court, or basketball court at ANY time.

ENFORCEMENT BY THE ASSOCIATION IS AS FOLLOWS:

Failure to observe published rules regarding use of the Community Amenities will result in the following action to be taken by ASPOA:

A. Possible fines of up to $200 per offense.
B. Possible termination of use of any Apache Shores POA amenity for a period of 1 year or as determined by the Board.

This Resolution was adopted by the Board of Directors of the Association on March 16th, 2016

ASPOA President Tom Lappin

ASPOA Secretary Sullins Stuart

Subscribed and sworn to before me by said

Tom Lappin/Sullins Stuart

Directors of Apache Shores Homeowners Association, a Texas non-profit corporation, on behalf of such non-profit corporation on this 23rd day of March 2016.

HECTOR QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 26, 2018

Notary Public Signature

Once Recorded Please Return To:
Apache Shores
c/o Pioneer Real Estate Services
611 S Congress Ave #510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jun 23, 2016 04:33 PM 2016099731
RODRIGUEZA: $42.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV
4 PGS
2016151717

APACHE SHORES
PROPERTY OWNERS ASSOCIATION

14919 General Williamson Drive
Austin, Texas 78734
Office: 512-266-2719
Website: www.apacheshorespoa.com
Email: office@apacheshorespoa.com

BUILDING DOCUMENTS PACKAGE

= = = = = = = = = = = = = = =

RECORDING NOTE:
This document was adopted by the Board of Directors of Apache Shores Property Owners Association, Inc. ("ASPOA" or the "Association"), a Texas nonprofit corporation, to be effective as of the approval date shown below, and it is an

[X] Original document recording; or
[ ] Subsequent document recording:
Prior document was dated _____, 20____, recorded under Document No. _____.
[ ] This document entirely replaces prior document; or
[ ] This document partially replaces prior document, as shown below.

= = = = = = = = = = = = = = =

WHEREAS:

1. The Association strives to protect and promote the health, safety and well-being of all property owners and residents of Apache Shores. The restrictive covenants for all sections of the Apache Shores subdivision state that "No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood."

2. Applicable statutory provisions, including Sections 2.101 and 22.051, Texas Business Organizations Code, and the applicable provisions of Article IV, Section 10 of the ASPOA Bylaws (recorded on August 14, 2009, under Document No. 2009138711 in the Official Public Records of Travis County, Texas), authorize the Association and its Board of Directors to "enforce, supervise, put into effect, and otherwise carry out the restrictions pertaining to the properties situated in the various sections of the Apache Shores subdivision; to enact fines which may be imposed upon Members for violations of such rules and regulations; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by restrictions pertaining to such subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; to otherwise promote harmonious relations among the residents of said subdivision . . . [and] generally to carry out any other purpose in connection with the foregoing and to have and exercise all of the powers conferred by the laws of the State of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act."

3. The Declaration of Restrictions for each of the seven sections of the Apache Shores neighborhood states: "All building plans are subject to approval of APACHE SHORES, INC. or its assigns." The Association is the assignee/successor in interest to Apache Shores, Inc.

4. The Board believes that it is in the best interest of the Association and the property owners within Apache Shores to establish policies, procedures and documents to facilitate approval of construction of improvements within Apache Shores.

5. This Building Documents Packet is to be used in conjunction with, and in accordance with, the Building Policy, approved on January 21, 2015 (recorded under Document No. 2015064595, Travis County Official Public Records) and the Building Permit Procedure, Capital Improvements Fees and Construction Deposit Policy, approved on September 23, 2015 (recorded under Document No. 2015166887, Travis County Official Public Records).

NOW THEREFORE, the Board has approved the following:

The purpose of this document is to memorialize and publish the forms used (the Building Packet) by the Association's Architectural Review Committee (ARC) for an application and supervision of a construction project within the Apache Shores subdivision, with all required documentation for the various steps involved, including submission of proposed building plans and specifications appropriate for the specific type of project, receipt of an Association building permit following plan review approval, performance of all required building inspections (by Travis County, City of Austin and WCID No. 17, when applicable, and by the Association's contracted inspector); and receipt of a Certificate of Completion (CoC) or Certificate of Occupancy (CoO) upon project completion.

The following documents and requirements are applicable the various types of building projects to be conducted within the Apache Shores subdivision:

Document Title	Date
Category I Application, Major Construction for:	
- Site Built Home	
- Modular Home	
- Relocated (Move On) Home	
- Manufactured Home	02/2015
Category I (Major Construction) Rules & Regulations	02/2015
Definitions of Ground Floor, First Floor	11/07/2003
Checklist for Site Built Home	
- Site Built Home	02/2015
- Modular Home	02/2015
- Relocated (Move On) Home	02/2015
Building and Construction Regulations and Requirements	02/2015
Category I, Building Permit for:	
- New Home (Site Built, Move-On, Modular)	8/4/2016
Inspections Required For Category I, Site Built, Move-On, Industrialized Housing (Modular) Projects	8/4/2016
Site Built and Modular, Category I, Status of Project Completion	8/4/2016
Checklist for Category I:	
- Manufactured Home	02/2015

General Guidelines and Cautionary Information for Sellers, Property Owner, Installer, and other Project Contractors, involved in Manufacturing Home (MaHo) Projects in Apache Shores	8/4/2016
Manufactured Home Building Permit	8/4/2016
MaHo Category I, Status of Project Completion	8/4/2016
Move-On Agreement (for use with Manufactured/Industrialized (Modular)/ Move-On Homes	02/2015

Category II, Application, Enlargements, Additions or Alterations, Pools and Spas	02/2015
Building and Construction Regulations and Requirements	02/2015
Checklist for Category II, Enlargements, Additions or Alterations, Pools and Spas	02/2015
Category II, Enlargements, Additions or alterations, Pools and Spas, Building Permit	8/4/2016
Inspections Required For Category II, Enlargements, Additions or Alterations, Pools and Spas	8/4/2016
Pool, Spa Category II, Status of Project Completion	8/4/2016
Additions, Enlargements, Enclosures, Category II Status of Project Completion	8/4/2016

Category III, Small Construction Projects Application	02/2015
Building and Construction Regulations and Requirements	02/2015
Checklist of Category III, Small Construction Projects	02/2015
Category III, Small Construction Projects Building Permit	8/4/2016
Inspections Required for Category III, Small Construction Projects	8/4/2016
Category III, Status of Project Completion	8/4/2016

Category IV, Checklist/Application for Small Construction	02/2015
Building and Construction Regulations and Requirements	02/2015
Category IV, Small Project, Building Permit	8/4/2016

Application of Statute Regarding "Adjacent lots" regulations, House Bill 35	8/4/2016
Definition of Single Family Dwelling	8/4/2016

NOTE: Copies of the above referenced documents are available at the Association's website (see above) and at the Association's office (telephone number and address shown above).

APPROVED at the Board Meeting conducted on August 17, 2016, and evidenced in the Minutes of that meeting.

CERTIFICATION: The undersigned Officers of the Association certify that the above stated Building Documents Package was approved by the Board as an official action of the Association, to be effective as of the date shown above.

PRESIDENT:

X A Blake

Name printed: Alison Blake

Position or title: President

SECRETARY:

X

Name printed: Thomas Lappin

Position or title: Secretary

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, by said Alison Blake and Thomas Lappin, having the titles shown with their signatures above with APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said entity, on September 13, 2016.

NOTARY PUBLIC, STATE OF TEXAS

Name printed: Hector Quintanilla

Commission expires: 6/26/18

AFTER RECORDING, RETURN TO:

Pioneer Real Estate Services
Attn: Apache Shores POA
611 So. Congress Ave., Suite 510
Austin, TX 78704

HECTOR QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 26, 2018

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 13, 2016 10:53 AM 2016151717

RODRIGUEZA: $38.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

TRV 2016157965
4 PGS

ASPOA Board of Directors Code of Ethics-2016*

This Board of Directors code of ethics was adopted by the Apache Shores Property Owners Association Board of Directors on 08/31, 2016. *This is a revised version due to two Board members resigning.

Preamble

The Apache Shores Property Owners Association, Inc. is a non-profit corporation organized to enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision; to own and operate and maintain facilities, and roadways located in and upon said subdivision; generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business of the association is managed under the direction of the ASPOA board of directors. The board's code of ethics serves as a code of conduct for association volunteers and staff in their capacity as board members. Code violations may result in sanctions imposed under the Procedures for Review of Board Member Conduct. The principles and requirements that comprise the code and procedures are based on and are designed to ensure full compliance by ASPOA and its officers, directors, and employees with the fiduciary duties imposed on such individuals by the state non-profit corporation act. At the same time, the code and procedures are not designed to supplant courts of law in the resolution of disputes within the property owner's association industry. Moreover, the checks and balances built into the code and procedures are designed to strike the proper balance between ensuring full compliance with the legal obligations described here and ensuring the integrity and efficacy of the code on the one hand and, on the other, the protection of board members, through the use of reasonable due process procedures, against patently false, malicious, or groundless accusations that could result in significant business or personal harm if not properly handled. Members of the board affirm their endorsement of the code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the board.

Board of Directors Code of Ethics:

Members of the board shall at all times abide by and conform to the following code of conduct in their capacity as board members:

Each member of the board of directors will abide in all respects by the ASPOA Members' Code of Ethics and all other rules and regulations of the association (including but not limited to the association's articles of incorporation, deed restrictions, bylaws and policies) and will ensure that their membership in the association remains in good standing at all times. Each member of the board of directors will at all times obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the association when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Furthermore, each member of the board is encouraged to be current with all dues and assessments and held to the same level of deed restrictions, bylaws and policies as membership.

Members of the board of directors will conduct the business affairs of the association in good faith and with honesty, integrity, due diligence, and reasonable competence.

Except as the board of directors may otherwise require or as otherwise required by law, no board member shall share, copy, reproduce, transmit, divulge or otherwise disclose any properly identified or stated confidential information related to the affairs of the association and each member of the board will uphold the strict

confidentiality of all meetings and other deliberations and communications of the board of directors identified as such.

Members of the board of directors will exercise proper authority and good judgment in their dealings with association staff, suppliers, and the general public and will respond to the needs of the association's members in a responsible, respectful, and professional manner.

No member of the board of directors will use any information provided by the association or acquired as a consequence of the board member's service to the association in any manner other than in furtherance of his or her board duties. Further, no member of the board of directors will misuse association property or resources and will at all times keep the association's property secure and not allow any person not authorized by the board of directors to have or use such property.

Each director will perform his or her assigned duties in a professional and timely manner pursuant to the board's direction and oversight.

Upon termination of service, a retiring board member will promptly return to the association all documents, electronic and hard files, reference materials, and other property entrusted to the board member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring board member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the board of directors.

The board of directors dedicates itself to leading by example in serving the needs of the association and its members and also in representing the interests and ideals of the association at large.

No member of the board of directors shall persuade or attempt to persuade any employee of the association to leave the employ of the association or to become employed by any person or entity other than the association. Furthermore, no member of the board of directors shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the association to terminate, curtail, or not enter into its relationship to or with the association, or to in any way reduce the monetary or other benefits to the association of such relationship.

The board of directors must act at all times in the best interests of the association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, board members will identify the conflict and, as required, remove themselves from voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the association interest. Board members shall use the following as guidelines of conduct:

- Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of the association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain association activities, such benefit must be merely incidental to the primary benefit to the association and its purposes;
- Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources;
- Act within the boundaries of their authority as defined by law and the governing documents of the association;
- Provide opportunities for residents to comment on decisions facing the association;
- Perform their duties without bias for or against any individual or group of owners or non-owner residents;
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association;
- Conduct open, fair and well-publicized elections;
- Always speak with one voice, supporting all duly-adopted board decisions—even if the board member was in the minority regarding actions that may not have obtained unanimous consent;

- Do not abuse board membership by improperly using board membership or the association's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; board members shall not represent to third parties that their authority as a board member extends any further than that which it actually extends;
- Do not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the association;
- Do not engage in or facilitate any discriminatory or harassing behavior directed toward association staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the association;
- Do not reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the board;
- Do not make unauthorized promises to a contractor or bidder;
- Do not advocate or support any action or activity that violates a law or regulatory requirement;
- Do not misrepresent known facts in any issue involving association business;
- Do not divulge personal information about any association owner, resident or employee that was obtained in the performance of board duties;
- Do not make personal attacks on colleagues, staff or residents;
- Do not reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
- Do not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the association without fully disclosing such items to the board of directors; and
- Do not provide goods or services to the association as a paid vendor to the association until after full disclosure to, and advance approval by, the board, and pursuant to any related procedures adopted by the board.

AMENDMENT OF THE CODE OF ETHICS:

This Code of Ethics may be amended by a 2/3rds vote of each new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code of Ethics within ninety (90) days of the Annual Meeting and shall adopt the Code of Ethics at a regular Board meeting.

ASPOA Code of Ethics for the 2016 Board of Director

Tom Lappin

SUBSCRIBED AND SWORN TO BEFORE ME by said, Tom Lappin, Board of Director of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 31st day of Aug 2016.

NOTARY PUBLIC FOR THE STATE OF TEXAS

HECTOR QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 26, 2018

Once Recorded Please Return To:

c/o Pioneer Real Estate Services
611 S Congress Ave #510
Austin, TX 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 21, 2016 04:49 PM 2016157965

RODRIGUEZA: $38.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

TRV 2017129565
5 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION POLICY FOR STOP WORK ORDERS (RED TAGS) ISSUED FOR NO BUILDING PERMITS

This policy replace policy with the same title dated 15 May, 2013, recorded 28, June 2013.

WHEREAS, under the Bylaws for Apache Shores Property Owners Association, Inc., recorded August 14, 2009 under Document No TRV 20030, of the Official Public Records of Travis County, Texas; Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "Association") is charged with adopting rules and regulations for the health and safety of the homeowners (as per Section 10 of the By-Laws) within the Association; and

WHEREAS, the Board believes it is in the best intrests of the Association and the Owners to establish criteria regarding Stop Work Orders (or, Red Tags) and procedures for the issuance of fines for construction without building permits; and

WHEREAS the Declaration authorizes the Board to enforce the rules and regulations for the benefit of the Owners and the Property;

NOW THEREFORE, the Board resolves the following:

The Purpose of this document is to establish the policy and procedure, by which the Association, Inc. will issue Stop Work Orders (Red Tag) and issue fines for construction not having current building permits approved by Apache Shores.

FOR THIS POLICY:

Declarations of Restrictions for Apache Shores (Deed Restrictions) item number 3 for all sections of Apache Shores states, "All building plans are subject to approval of APACHE SHORES, Inc, or its assigns".

The Association has established a standardized building packet identifying various construction categories requiring building permits. All construction specified by the Construction Categories and Permit Fees must have approved building permits issued by Apache Shores prior to any construction work commencing. Any member of the Association can report "working without a building permit" to the management office manager. Any property reported to the Association with construction in process and suspected of not having a building permit will be investigated by property management and the Association's Architectural Review Committee (or, "ARC") to determine if a building permit has been issued. If no building permit has been issued a Red Tag will be prepared and posted on the property and a letter sent to the property owner notifying the property owner of noncompliance to Deed Restrictions and fines will be assessed per the following

procedure.

GENERAL:

The office manager will conduct a review along with a member of the ARC to determine if a permit has been issued for the work taking place on the reported property. If a permit is on file the property owner will be notified to place the building permit on the property where it is visible from the street or road. If it is determined that no building permit has been issued a Red Tag will be prepared and immediately posted at the property and a letter sent to the property owner by property management.

PROCEDURE FOR ISSUING RED TAGS AND APPLYING FINES:

A. Except for Move On homes, Modular Homes and Manufactured Homes the following outlines the procedure for construction without a building permit:

1. Property management receives a notice for work being performed without a building permit. The office manager along with a member of the ARC investigates the system to determine if a building permit has been issued.
2. If it is determined that no building permit has been issued a Red Tag is prepared, signed, and immediately posted at the property where the construction is taking place.
3. A copy of the Red Tag is sent to the management company and a letter to the property owner notifying the property owner of the violation and a fine can be levied for commencing construction without a building permit issued by the Association. .
4. If the Red Tag is ignored and work continues without the proper building permit or if the Red Tag document is physically removed from the property additional fines can be assessed.
5. If five (5) working days have passed since the postmark of the Red Tag letter notification to the property owner and the property owner has not made contact with property management to arrange putting in place a compliance plan with schedules then property management will give written notice to the property owner by certified mail. The notice must:
    a) Describe the violation
    b) Make reference to this policy, and Sections 209.006 and 209.007, Texas Property Code
    c) Inform the property owner that they are entitled to a reasonable period to cure the violation and avoid fines
    d) May request a hearing on or before the thirtieth (30) day after the violation notice was mailed
    e) If the owner is serving on active military duty they may have special rights related to the enforcement action under federal law
    f) State the date, not to exceed thirty (30) days by which the property owner must cure the violation
    g) Sent to the owner to the last known address shown on the association records

Fines:

h) $200.00 upon issuing the Red Tag
i) $200.00 per day for ignoring the Red Tag and work continues
j) $200.00 per day if the Red Tag document is physically removed from the property

6. Mitigating further fines can be accomplished in the following way:
   a) Within two (2) working days the property owner makes contact with the property management company and acknowledging receipt of the Red Tag.
   b) The property owner and the Association agree on a date when a compliance plan and schedule to complete the building application, including all required documentation, will be submitted to the Association. The plan and schedule to bring the property into compliance and to obtain a building permit issued by the Association will be based on the category of construction (reference ASPOA Building Packet)
   c) The plan will establish a submittal date to the Association for the Permit Application, Application Checklist and all required documents.
   d) The Association will commence the building permit process only after all required documents are received. No work will be authorized to continue until the Association has issued a building permit.
   e) Failure by the property owner to provide a compliance plan by the agreed date or fails to meet the compliance plan submittal date, see Item 7, below.
7. If the property owner fails to put into place a compliance document with schedules, as stated in items 5 and 6 above, or does not meet the agreed compliance plan schedule for submittal of the permit application then fines will be assessed beginning on the postmark date of the Red Tag letter.

B. For Move On homes, Modular Homes and Manufactured Homes the following fine procedure is to be followed for construction reported without a building permit:

1. Property management receives a notice that a Move On homes, Modular Homes or Manufactured Homes has been delivered into Apache Shores without a building permit. The office manager along with a member of the ARC investigates the system to determine if a building permit has been issued.
2. If it is determined that no building permit has been issued a Red Tag is prepared, signed and posted at the property where the construction is taking place and a letter to the property owner notifying the property owner of the violation.
3. A copy of the Red Tag is immediately sent to the management company. The management company will give written notice to the property owner by certified mail.

   The notice must:

   a) Describe the violation
   b) Make reference to this policy, and Sections 209.006 and 209.007, Texas Property Code
   c) Inform the property owner that they are entitled to a reasonable period to cure the violation and avoid fines
   d) May request a hearing on or before the thirtieth (30) day after the violation

notice was mailed

e) If the owner is serving on active military duty they may have special rights related to the enforcement action under federal law

g) State the date, not to exceed thirty (30) days by which the property owner must cure the violation

h) Sent to the owner to the last known address shown on the association records

Fines:

i) $1000.00, upon issuing the Red Tag.

j) $200.00 per day after two (2) days and until the home is removed or until a submittal of a building application and checklist, including all required documentation, is received and recorded as accepted at the property management office

k) An additional $200.00 per day for ignoring the Red Tag and work continues

l) An additional $200.00 per day if the Red Tag document is physically removed from the property

4. If the Red Tag is ignored and work continues without the proper building permit or if the Red Tag document is physically removed from the property (or structure) additional fines will be assessed.
5. Fines will accrue at a rate per day specified above after two (2) working days and until the home is removed or until a submittal of a building application and checklist, including all required documentation, is received and recorded as accepted at the property management office.
6. Mitigating further fines can be accomplished in the following way:
    a. Within two (2) working days the property owner makes contact with the property management company and acknowledging receipt of the Red Tag.
    b. The property owner and the Association agree on a date when a compliance plan and schedule to complete the building application, including all required documentation, will be submitted to the Association. The plan and schedule to bring the property into compliance and to obtain a building permit issued by the Association will be based on the category of construction (reference the Association's Construction Policies and Documents)
    c. The plan will establish a submittal date to the Association for the Permit Application, Application Checklist and all required documents.
    d. The Association will commence the building permit process only after all required documents are received. . No work will be authorized to continue until the Association has issued a building permit.
    e. Failure by the property owner to provide a compliance plan on the agreed date or fails to meet the compliance plan submittal

date, see Item 7, below.

7. If the property owner fails to put into place a compliance document with schedules as stated in item B. 6. b) above or does not meet the agreed compliance plan schedule for submittal of the permit application then fines will be assessed as stated in B. 3, above, beginning on the postmark date of the Stop Work Order letter (Red Tag).

Approved at the Regular Board Meeting on 19 July 2017 and recorded in the minutes of that meeting.

Christopher D Scheetz

ASPOA President,

Hillary Anne Brown

ASPOA Secretary,

SUBSCRIBED AND SWORN TO BEFORE ME by said,
Chris Scheetz, President, —,
AND Secretary, Hillary Brown
Board member of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 19th day of July 2017.

Judy Wilcox

NOTARY PUBLIC FOR THE STATE OF TEXAS

JUDY WILCOX NOTARY PUBLIC STATE OF TEXAS ID# 11592252 EXPIRES 3-8-2020

After recording, please return to:
ASPOA
c/o Pioneer Property Management
611 S. Congress, Ste 510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Aug 11, 2017 02:26 PM 2017129565
GONZALESM: $42.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2017148321
4 PGS

ASPOA Committee Members Code of Ethics-2017

This Committee Members Code of Ethics was adopted by the Apache Shores Property Owners Association Committee member(s) on 8/19, 2017.

Preamble

The Apache Shores Property Owners Association, Inc. is a non-profit corporation organized to enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision; to own and operate and maintain facilities, and roadways located in and upon said subdivision; generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business of the association committees is managed under the direction of the ASPOA Board members. The committee members code of ethics serves as a code of conduct for association volunteers and staff in their capacity as committee members. Code violations may result in temporary suspension or removal as a committee member. The principles and requirements that comprise the code and procedures are based on and are designed to ensure full compliance by ASPOA and its committee members with the fiduciary duties imposed on such individuals by the state non-profit corporation act. At the same time, the code and procedures are not designed to supplant courts of law in the resolution of disputes within the property owner's association industry. Moreover, the checks and balances built into the code and procedures are designed to strike the proper balance between ensuring full compliance with the legal obligations described here and ensuring the integrity and efficacy of the code on the one hand and, on the other, the protection of committee members, through the use of reasonable due process procedures, against patently false, malicious, or groundless accusations that could result in significant business or personal harm if not properly handled. Members of committees affirm their endorsement of the code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the committee.

Committee Members Code of Ethics:

Member(s) of the committee shall at all times abide by and conform to the following code of conduct in their capacity as committee member(s):

Each member of the committee will abide in all respects by the ASPOA Members' Code of Ethics and all other rules and regulations of the association (including but not limited to the association's articles of incorporation, deed restrictions, bylaws and policies) and will ensure that their membership in the association remains in good standing at all times. Each member of the committee will at all times obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the association when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Furthermore, each member of the committee is encouraged to be current with all dues and assessments and held to the same level of deed restrictions, bylaws, and policies as a member.

Committee members will conduct the business affairs of the association in good faith and with honesty, integrity, due diligence, and reasonable competence.

Except as the committee members may otherwise require or as otherwise required by law, no committee member shall share, copy, reproduce, transmit, divulge or otherwise disclose any properly identified or stated confidential

information related to the affairs of the association and each member of the committee will uphold the strict confidentiality of all meetings and other deliberations and communications of the committee identified as such.

Committee members will exercise proper authority and good judgment in their dealings with association staff, suppliers, and the general public and will respond to the needs of the association's members in a responsible, respectful, and professional manner.

No member of the committee will use any information provided by the association or acquired as a consequence of the committee member's service to the association in any manner other than in furtherance of his or her committee members' duties. Further, no member of the committee will misuse association property or resources and will at all times keep the association's property secure and not allow any person not authorized by the Board of Directors to have or use such property.

Each committee member director will perform his or her assigned duties in a professional and timely manner pursuant to the committee's direction and oversight.

Upon termination of service, a retiring committee member will promptly return to the association all documents, electronic and hard files, reference materials, and other property entrusted to the committee member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring committee member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the committee.

The committee member dedicates itself to leading by example in serving the needs of the association and its members and also in representing the interests and ideals of the association at large.

No member of a committee shall persuade or attempt to persuade any employee of the association to leave the association or to become employed by any person or entity other than the association. Furthermore, no member of the committee shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the association to terminate, curtail, or not enter into its relationship to or with the association, or to in any way reduce the monetary or other benefits to the association of such relationship.

The committee member must act at all times in the best interests of the association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, committee members will identify the conflict and, as required, remove themselves from voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the association interest. Committee members shall use the following as guidelines of conduct:

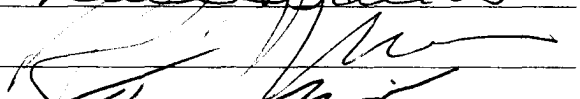
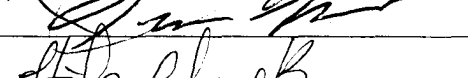
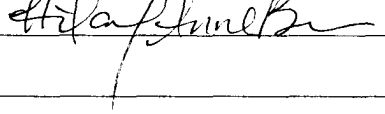
- Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of the association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain association activities, such benefit must be merely incidental to the primary benefit to the association and its purposes;
- Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources;
- Act within the boundaries of their authority as defined by law and the governing documents of the association;
- Provide opportunities for residents to comment on decisions facing the association;
- Perform their duties without bias for or against any individual or group of owners or non-owner residents;
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association;
- Conduct open, fair and well-publicized elections;
- Always speak with one voice, supporting all duly-adopted committee decisions—even if the committee member was in the minority regarding actions that may not have obtained unanimous consent;

- Do not abuse committee member's membership by improperly using committee member's membership or the association's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; committee members shall not represent to third parties that their authority as a committee member extends any further than that which it actually extends;
- Do not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the association;
- Do not engage in or facilitate any discriminatory or harassing behavior directed toward association staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the association;
- Do not reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the committee members;
- Do not make unauthorized promises to a contractor or bidder;
- Do not advocate or support any action or activity that violates a law or regulatory requirement;
- Do not misrepresent known facts in any issue involving association business;
- Do not divulge personal information about any association owner, resident or employee that was obtained in the performance of committee members duties;
- Do not make personal attacks on colleagues, staff or residents;
- Do not reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the committee members properly closed or held in executive session.
- Do not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the association without fully disclosing such items to the committee members; and
- Do not provide goods or services to the association as a paid vendor to the association until after full disclosure to, and advance approval by, the committee members, and pursuant to any related procedures adopted by the committee members.

AMENDMENT OF THE CODE OF ETHICS:

Each new Committee member shall adopt the Code of Ethics within ninety (90) days of joining a committee

ASPOA Code of Ethics for the 2017 Committee Members

(Print Name)	(Signature)
ANITA DALLAS	
Bob White	
Tom Luppin	
Hilary Brown	

SUBSCRIBED AND SWORN TO BEFORE ME by said,
Anita Dallas, Bob White
Tom Lappin & Hillary Brown

(name committee) Architectural Committee members of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 19th day of August 2017.

JUDY WILCOX
My Notary ID # 11592252
Expires March 8, 2020

Judy Wilcox
NOTARY PUBLIC FOR THE STATE OF TEXAS

RETURN

APACHE SHORES
C/O PIONEER REAL ESTATE SERVICES
611 S CONGRESS AVE STE 510
AUSTIN TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Sep 14, 2017 04:25 PM 2017148321
RAMIREZA: $38.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2017189526
4 PGS

ASPOA Committee Members Code of Ethics-2017

This Committee Members Code of Ethics was adopted by the Apache Shores Property Owners Association Committee member(s) on 10-15, 2017.

Preamble

The Apache Shores Property Owners Association, Inc. is a non-profit corporation organized to enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas; to consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision; to promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision; to own and operate and maintain facilities, and roadways located in and upon said subdivision; generally to carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business of the association committees is managed under the direction of the ASPOA Board members. The committee members code of ethics serves as a code of conduct for association volunteers and staff in their capacity as committee members. Code violations may result in temporary suspension or removal as a committee member. The principles and requirements that comprise the code and procedures are based on and are designed to ensure full compliance by ASPOA and its committee members with the fiduciary duties imposed on such individuals by the state non-profit corporation act. At the same time, the code and procedures are not designed to supplant courts of law in the resolution of disputes within the property owner's association industry. Moreover, the checks and balances built into the code and procedures are designed to strike the proper balance between ensuring full compliance with the legal obligations described here and ensuring the integrity and efficacy of the code on the one hand and, on the other, the protection of committee members, through the use of reasonable due process procedures, against patently false, malicious, or groundless accusations that could result in significant business or personal harm if not properly handled. Members of committees affirm their endorsement of the code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the committee.

Committee Members Code of Ethics:

Member(s) of the committee shall at all times abide by and conform to the following code of conduct in their capacity as committee member(s):

Each member of the committee will abide in all respects by the ASPOA Members' Code of Ethics and all other rules and regulations of the association (including but not limited to the association's articles of incorporation, deed restrictions, bylaws and policies) and will ensure that their membership in the association remains in good standing at all times. Each member of the committee will at all times obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the association when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Furthermore, each member of the committee is encouraged to be current with all dues and assessments and held to the same level of deed restrictions, bylaws, and policies as a member.

Committee members will conduct the business affairs of the association in good faith and with honesty, integrity, due diligence, and reasonable competence.

Except as the committee members may otherwise require or as otherwise required by law, no committee member shall share, copy, reproduce, transmit, divulge or otherwise disclose any properly identified or stated confidential

information related to the affairs of the association and each member of the committee will uphold the strict confidentiality of all meetings and other deliberations and communications of the committee identified as such.

Committee members will exercise proper authority and good judgment in their dealings with association staff, suppliers, and the general public and will respond to the needs of the association's members in a responsible, respectful, and professional manner.

No member of the committee will use any information provided by the association or acquired as a consequence of the committee member's service to the association in any manner other than in furtherance of his or her committee members' duties. Further, no member of the committee will misuse association property or resources and will at all times keep the association's property secure and not allow any person not authorized by the Board of Directors to have or use such property.

Each committee member director will perform his or her assigned duties in a professional and timely manner pursuant to the committee's direction and oversight.

Upon termination of service, a retiring committee member will promptly return to the association all documents, electronic and hard files, reference materials, and other property entrusted to the committee member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring committee member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the committee.

The committee member dedicates itself to leading by example in serving the needs of the association and its members and also in representing the interests and ideals of the association at large.

No member of a committee shall persuade or attempt to persuade any employee of the association to leave the association or to become employed by any person or entity other than the association. Furthermore, no member of the committee shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the association to terminate, curtail, or not enter into its relationship to or with the association, or to in any way reduce the monetary or other benefits to the association of such relationship.

The committee member must act at all times in the best interests of the association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, committee members will identify the conflict and, as required, remove themselves from voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the association interest. Committee members shall use the following as guidelines of conduct:

- Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of the association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain association activities, such benefit must be merely incidental to the primary benefit to the association and its purposes;
- Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources;
- Act within the boundaries of their authority as defined by law and the governing documents of the association;
- Provide opportunities for residents to comment on decisions facing the association;
- Perform their duties without bias for or against any individual or group of owners or non-owner residents;
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association;
- Conduct open, fair and well-publicized elections;
- Always speak with one voice, supporting all duly-adopted committee decisions—even if the committee member was in the minority regarding actions that may not have obtained unanimous consent;

- Do not abuse committee member's membership by improperly using committee member's membership or the association's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; committee members shall not represent to third parties that their authority as a committee member extends any further than that which it actually extends;
- Do not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the association;
- Do not engage in or facilitate any discriminatory or harassing behavior directed toward association staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the association;
- Do not reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the committee members;
- Do not make unauthorized promises to a contractor or bidder;
- Do not advocate or support any action or activity that violates a law or regulatory requirement;
- Do not misrepresent known facts in any issue involving association business;
- Do not divulge personal information about any association owner, resident or employee that was obtained in the performance of committee members duties;
- Do not make personal attacks on colleagues, staff or residents;
- Do not reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the committee members properly closed or held in executive session.
- Do not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the association without fully disclosing such items to the committee members; and
- Do not provide goods or services to the association as a paid vendor to the association until after full disclosure to, and advance approval by, the committee members, and pursuant to any related procedures adopted by the committee members.

AMENDMENT OF THE CODE OF ETHICS:

Each new Committee member shall adopt the Code of Ethics within ninety (90) days of joining a committee

ASPOA Code of Ethics for the 2017 Committee Members

(Print Name)	(Signature)
Robert White	
Thomas Lappin	
~~Louis Dallas~~	
Hilary A. Brown	
Louis Dallas	
Paul Leach	

SUBSCRIBED AND SWORN TO BEFORE ME by said,

Robert White
Thomas Lappin
Hillary A. Brown
Anita Dallas
Paul Leach

(name committee) Architectural Committee members of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of such non-profit corporation, on this 15th day of Oct. 2017.

Judy Wilcox
NOTARY PUBLIC FOR THE STATE OF TEXAS

JUDY WILCOX
My Notary ID # 11592252
Expires March 8, 2020

Once Recorded Please Return To:
APACHE SHORES
c/o Pioneer Real Estate Services
611 S Congress Ave #510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Nov 30, 2017 02:14 PM 2017189526
GONZALESM: $38.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

TRV 2018084663
6 PGS

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

BOARD OF DIRECTORS CODE OF ETHICS – 2018

This Board of Directors Code of Ethics – 2018 was adopted by the Board of Directors for the Apache Shores Property Owners Association, Inc. on April 18, *2018.*

Preamble

The Apache Shores Property Owners Association, Inc. (the "**Association**") is a nonprofit corporation organized for the following purposes:

- To enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas;
- To consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision;
- To promote and supervise the beautification, care, maintenance and upkeep of said subdivision; and, to otherwise promote harmonious relations among the residents of said subdivision;
- To own and operate and maintain facilities, and roadways located in and upon said subdivision; and
- To generally carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon nonprofit corporations formed under the Texas Nonprofit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

The business and property of the Association is managed and controlled by the Board of Directors (the "**Board**"). The Board of Directors Code of Ethics – 2018 (the "**Code**") serves as a code of conduct for members of the Board in their capacity as Board members. The principles and requirements that comprise the Code are based on, and are designed to ensure full compliance by the Board members of the fiduciary duties imposed on such individuals by the Texas Nonprofit Corporation Act. At the same time, the Code is not designed to supplant Texas law in the duties owed by Board members. Members of the Board affirm their endorsement of the Code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the Board.

Code

Members of the Board shall at all times abide by and conform to the following Code in their capacity as Board members.

1. Compliance with Association Rules and Regulations. Each member of the Board will abide in all respects by the Code and all other rules and regulations of the Association (including but not limited to the Association's Articles of Incorporation, Deed Restrictions, Bylaws, and Policies) and will ensure that their membership in the Association remains in good



standing at all times. Each member of the Board is encouraged to be current with all dues and assessments and held to the same level of compliance with the rules and regulations as membership.

2. Compliance with Law. Each member of the Board will at all times: (a) obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the Association when requested to do so as required to uphold the law; and (b) not advocate or support any action or activity that violates a law or regulatory requirement.

3. General Standard. Each member of the Board shall act (a) in good faith, (b) with ordinary care, and (c) in a manner he or she reasonably believes to be in the best interests of the Association.

4. Confidentiality.

    a. Except as the Board may otherwise require or as otherwise required by law, no Board member shall disclose any properly identified or stated confidential information related to the affairs of the Association and each member of the Board will uphold the strict confidentiality of all meetings and other deliberations and communications of the Board identified as such, including confidential information:

        i. provided by contractors or sharing confidential information with those bidding for Association contracts unless specifically authorized by the Board;

        ii. about any owner, resident or contractor that was obtained in the performance of Board duties; and

        iii. disclosed at any meeting of the Board properly closed or held in executive session.

    b. Upon termination of service, a retiring Board member will promptly return to the Association all documents, electronic and hard files, reference materials, and other property entrusted to the Board member for the purpose of fulfilling his or her job responsibilities. Such return will not abrogate the retiring Board member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the Board.

5. Proper Use and Protection of Association Information and Property. No member of the Board will use any information provided by the Association or acquired as a consequence of the Board member's service to the Association in any manner other than in furtherance of his or her Board duties. Further, no member of the Board will misuse Association property or resources and will at all times keep the Association's property secure and not allow any person not authorized by the Board to have or use such property.

6. Interference. No member of the Board shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the Association to terminate, curtail or not enter into its relationship to or with the Association, or to in any way reduce the monetary or other benefits to the Association of such relationship.

7. Misrepresentation. No member of the Board shall (a) make unauthorized commitments to Association members, suppliers, contractors, or others in the context of activities relating to the Association; and (b) misrepresent known facts in any issue involving Association business.

8. Conflict of Interest. The members of the Board must act at all times in the best interests of the Association and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, Board members will identify the conflict and, as required, remove themselves from all discussion and voting on the matter. The Code is not designed to prohibit conflict but to identify it and protect the Association interest. Specifically, members of the Board shall:

    a. avoid placing (and avoid the appearance of placing) one's own self-interest or any third party interest above that of the Association; while the receipt of incidental personal or third-party benefit may necessarily flow from certain Association activities, such benefit must be merely incidental to the primary benefit to the Association and its purposes;

    b. disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association;

    c. not abuse their Board membership by improperly using their Board membership or the Association's services, equipment, resources, or property for their personal or third party gain or pleasure, and shall not represent to third parties that their authority as a Board member extends any further than that which it actually extends;

    d. not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the Association;

    e. not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the Association without fully disclosing such items to the Board; and

    f. provide goods or services to the Association as a paid vendor to the Association only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board.

9. Proper Decorum. Each Board member shall: (a) speak with one voice, supporting all duly-adopted Board decisions—even if the Board member was in the minority regarding actions that may not have been obtained by unanimous consent; and (b) not engage in or facilitate any discriminatory or harassing behavior, including personal attacks, directed toward

Association members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the Association.

Amendment of the Code of Ethics

This Code may be amended by a 2/3rds vote of each new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code within ninety (90) days of the Annual Meeting and shall adopt the Code at a regular Board meeting.

Mark Barrera

Karen Dixon

Hilary Brown

Gus Martinez

BJ Carpenter

Doug Saile

Bob Cawthon

Michelle Sain

Catherine David

Bob White

SUBSCRIBED AND SWORN TO BEFORE ME by said Mark Barrera, Hilary Brown, BJ Carpenter, Bob Cawthon, Catherine David, Doug Saile Michelle Sain and Bob White.

Board of Directors of Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of such nonprofit corporation on this 18th day of April, 2018.

JUDY WILCOX
My Notary ID # 11592252
Expires March 8, 2020

NOTARY PUBLIC FOR THE STATE OF TEXAS

Association members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the Association.

Amendment of the Code of Ethics

This Code may be amended by a 2/3rds vote of each new Board, present and voting. The new Board may only do the action of amendment prior to adoption. Once adopted, no amendment will be allowed until the following year. Each new Board, yearly, shall adopt the Code within ninety (90) days of the Annual Meeting and shall adopt the Code at a regular Board meeting.

Mark Barrera	Karen Dixon
Hilary Brown	Gus Martinez
BJ Carpenter	Doug Saile
Bob Cawthon	Michelle Sain
Catherine David	Bob White

SUBSCRIBED AND SWORN TO BEFORE ME by said

Gus Martinez _____ , _____

_____ , _____ , _____

_____ , _____ , _____

_____ ,

Board of Directors of Apache Shores Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of such nonprofit corporation on this 19th day of April, 2018.

JUDY WILCOX
My Notary ID # 11592252
Expires March 8, 2020

Wilcox
NOTARY PUBLIC FOR THE STATE OF TEXAS

Once Recorded Please Return To:
APACHE SHORES
c/o Pioneer Real Estate Services
611 S Congress Ave #510
Austin, TX 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Jun 01, 2018 09 41 AM 2018084663
HERRERAR: $47.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

AFTER RECORDING PLEASE RETURN TO

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



25 pgs 2019054792

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC. COMMUNITY MANUAL

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

IN WITNESS WHEREOF the undersigned has executed this certificate on the 17th *day* day of April *month* 2019 *year*

Catherine David

Name Catherine David
Title President

State of Texas County of Travis

This Community Manual was acknowledged before me this 17th *day* day of April *month* 2019 *year* by Catherine David *Name* the President of Apache Shores Property Owners Association Inc a Texas nonprofit corporation on behalf of said corporation
(SEAL)

Notary Public Signature

HECTOR QUINTANILLA
ID #124256045
My Commission Expires
June 26 2022

Table of Contents

Introduction 1

1 Background 1

2 Effective Date 1

3 Amendment of Individual Policies 2

Definitions and Interpretation 3

1 Definitions 3

2 Interpretation 3

Policy 1 Restrictions Enforcement Policy 5

1 Purpose 5

2 Violation Notice 5

3 Violation Hearing 5

3 1 Request 5

3 2 Schedule 5

3 3 Hearing 5

3 4 Agenda 5

3 5 Minutes 6

4 Alternative Dispute Resolution, Litigation 6

Policy 2 Amenities Policy 7

1 Purpose 7

2 General 7

2 1 Definitions 7

2 2 Categories 7

2 3 Release and Waiver 7

2 4 Rules 8

2 5 Electronic Key 8

2 6 Authorized Transferee 8

3 Shared Amenities 8

3 1 Fees 8

3 2 Description, Use and Rules 8

4 Open Access Amenities 9

4 1 Fees 9

4 2 Description, Use and Rules 9

5 Club Apache Amenities 11

5 1 Fees 11
5 2 Description, Use and Rules 11
6 Parking Lots 13
6 1 Fee 13
6 2 Description and Use 13
Policy 3 Building Plans Policy 14
1 Purpose 14
2 Architectural Review Committee 14
3 Procedure 14
3 1 Submittal Requirements 14
3 2 Approval Process 14
3 3 Member/Builder Responsibilities 15
Policy 4 Document Retention Policy 16
1 Purpose 16
2 Document Retention 16
3 Document Retention Periods 16
Policy 5 Records Production and Copying Policy 17
1 Purpose 17
2 Books and Records Subject to Production 17
2 1 Generally 17
2 2 Attorney's Files and Records 17
2 3 Confidential Records 17
3 Procedures for Requesting Inspection and/or Copying of Association's Books and Records 17
3 1 Request for Information 17
3 2 Inspection and/or Copying of the Association's Books and Records 17
4 Responsibility for Records Production and Copying Charges 18
Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy 19
1 Purpose 19
2 Payment Plan Guidelines 19
2 1 Eligibility for Payment Plan 19
2 2 Payment Plan Administrative Charges 19
2 3 Available Payment Plan Schedules 19
2 4 Payment Plan Agreement 20

2 5 Default of Payment Plan Agreement 20
3 Application of Payment Schedule 20

Introduction

1 Background

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

2 Effective Date

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

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

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

3 Amendment of Individual Policies

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

Definitions and Interpretation

1 Definitions[1]

ARC Application has the meaning in Section 3 1 of Policy 3 Building Plans Policy

Assessment Delinquency has the meaning in Section 2 1 of Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

Association means Apache Shores Property Owners Association, Inc

Association Complex has the meaning in Section 2 1 of Policy 2 Amenities Policy

Authorized Transferee has the meaning in Section 2 1 of Policy 2 Amenities Policy

Board means the Board of Directors of the Association

Club Apache Amenities has the meaning in Section 2 1 of Policy 2 Amenities Policy

Community Amenities has the meaning in Section 2 1 of Policy 2 Amenities Policy

Director means a director on the Board of Directors

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

Member means a member of the Association

Officer means an officer of the Association

Open Access Amenities has the meaning in Section 2 1 of Policy 2 Amenities Policy

Parking Lots has the meaning in Section 2 1 of Policy 2 Amenities Policy

Parking Permit has the meaning in Section 2 1 of Policy 2 Amenities Policy

Payment Plan Administrative Charges has the meaning in Section 2 2 of Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

Payment Plan Agreement has the meaning in Section 2 1 of Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

Payment Plan Default Period has the meaning in Section 2 5 of Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

Repayment Schedule has the meaning in Section 2 3 of Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

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

Secretary means the Secretary of the Association

Shared Amenities has the meaning in Section 2 1 of Policy 3 Amenities Policy

2 Interpretation

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

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

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

Policy 1 Restrictions Enforcement Policy

1 Purpose

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

2 Violation Notice

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

3 Violation Hearing

3 1 Request

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

3 2 Schedule

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

3 3 Hearing

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

3 4 Agenda

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

3 4 1 Introduction

Hearing Officer "The Board has convened for the purpose of hearing an appeal by [Member] from a determination by the Association that such Member is in violation of the restrictive covenants applicable to his or her or its property The hearing is being conducted as required by Section 209 007 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve

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

3 4 2 Presentation of Facts

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

[Conduct Presentations]

3 4 3 Discussion

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

3 4 4 Resolution

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

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

3 5 Minutes

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

4 Alternative Dispute Resolution, Litigation

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

Policy 2 Amenities Policy

1 Purpose

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

2 General

2 1 Definitions

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

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

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

Community Amenities means any area owned by the Association

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

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

Parking Permit means the parking permits required for the Parking Lots

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

2 2 Categories

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

2 3 Release and Waiver

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

2 4 Rules

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

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

2 5 Electronic Key

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

2 6 Authorized Transferee

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

3 Shared Amenities

3 1 Fees

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

3 2 Description, Use and Rules

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

3 2 1 Lakeside Park

The Lakeside Park is located on the eastern end of Long Bow Road and is approximately 3 5 acres of park land along Lake Austin with approximately 560 feet of shoreline Except for exemptions approved by the Board, the following additional rules apply to the Lakeside Park

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

3 2 2 Geronimo Children's Park

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

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

4 Open Access Amenities

4 1 Fees

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

4 2 Description, Use and Rules

4 2 1 Disc Golf Course

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

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

4 2 2 Hiking Trail

The Hiking Trail is just shy of one-half mile and runs along Indian Creek The trailhead is located at 2812 Geronimo Trail The Hiking Trail winds back and forth across the creek from Geronimo Trail to Indian Creek Road The Hiking Trail is on 11 25 acres of Association land with a diverse array of riparian trees, shrubs, and grasses Except for exemptions approved by the Board, the following additional rules apply to the Hiking Trail

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

4 2 3 Volleyball Court

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

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

4 2 4 Soccer Field

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

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

5 Club Apache Amenities

5 1 Fees

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

5 2 Description, Use and Rules

5 2 1 Boat Ramp

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

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

5 2 2 Community Hall

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

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

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

5 2 3 Pool

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

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

5 2 4 Sport Courts (Tennis and Basketball)

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

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

6 Parking Lots

6 1 Fee

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

6 2 Description and Use

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

Policy 3 Building Plans Policy

1 Purpose

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

2 Architectural Review Committee

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

3 Procedure

3 1 Submittal Requirements

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

3 1 1 New Home

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

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

3 1 2 Other

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

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

3 2 Approval Process

3 2 1 Timeline

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

until all of the documents and information set forth in Section 3 1 has been provided to the ARC If the ARC finds a submittal to be in compliance with the Declarations, the ARC will complete the approval on page 2 of the ARC Application Any delay in approval or disapproval shall not be construed as a waiver of the right to review and approve/disapprove an ARC Application

3 2 2 Approval Period

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

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

3 2 3 Limitations

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

3 3 Member/Builder Responsibilities

3 3 1 Declaration

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

3 3 2 Adjacent Lots

Use of an adjacent lot for residential purposes is in accordance with Section 209 015 of the Texas Property Code

3 3 3 Laws

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

3 3 4 Public Utility Easements

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

Policy 4 Document Retention Policy

1 Purpose

The purpose of this Document Retention Policy is to comply with Section 209 005(m) of the Texas Property Code, which provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209 005(m) of the Texas Property Code

2 Document Retention

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

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

3 Document Retention Periods

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

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

Policy 5 Records Production and Copying Policy

1 Purpose

The purpose of this Records Production and Copying Policy is to comply with Section 209 005(i) of the Texas Property Code, which requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of information requested by a Member in accordance with terms of Section 209 005 of the Texas Property Code

2 Books and Records Subject to Production

2 1 Generally

Subject to the terms of this Records Production and Copying Policy and Section 209 005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209 005 of the Texas Property Code (the "Requesting Party") A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records

2 2 Attorney's Files and Records

Except as provided by Section 209 005(d) of the Texas Property Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication

2 3 Confidential Records

In accordance with the provisions of Section 209 005(k) of the Texas Property Code, and except as otherwise authorized or required pursuant to Section 209 005(l) of the Texas Property Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his, her or its address, or information related to an employee of the Association, including personnel files

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

3 1 Request for Information

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

3 2 Inspection and/or Copying of the Association's Books and Records

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

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

4 Responsibility for Records Production and Copying Charges

Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Section 70 3 of the Texas Administrative Code Title 1 (and any amendment, modification, update, or increase of such terms) Before providing the requested books and records, the Association will require that the Member remit such estimated amount to the Association The Association will provide a final invoice to the Member on or before the 30th business day after the records are provided by the Association If the final invoice includes additional amounts due from the Requesting Party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Member, may be added to the Member's account as an assessment If the estimated costs exceeded the final invoice amount, the Member is entitled to a refund, and the refund shall be issued to the Member not later than the 30th business day after the date the final invoice is sent to the Member

Policy 6 Payment Plan Guidelines and Application of Payment Schedule Policy

1 Purpose

The purpose of this Payment Plan Guidelines and Application of Payment Schedule Policy is to comply with Section 209 0062 of the Texas Property Code, which requires the Association to adopt reasonable guidelines that establish an alternative payment schedule by which a Member may make partial payment to the Association for delinquent assessments or any other amount owed to the Association without accruing additional monetary penalties

2 Payment Plan Guidelines

2 1 Eligibility for Payment Plan

Subject to the terms of this Payment Plan Guidelines and Application of Payment Schedule Policy, a Member who is delinquent in the payment of any assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (the "Assessment Delinquency"), shall be entitled to enter into a payment plan agreement with the Association that allows such Member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (a "Payment Plan Agreement") Each such Payment Plan Agreement shall be in accordance with the terms of these Payment Plan Guidelines and the requirements of Section 209 0062 of the Texas Property Code Notwithstanding the foregoing, or any provision herein to the contrary, a Member shall be ineligible to pay his, her or its Assessment Delinquency under a Payment Plan Agreement if such Member has failed to honor the terms of a previous Payment Plan Agreement

2 2 Payment Plan Administrative Charges

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

2 3 Available Payment Plan Schedules

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

2 3 1 Four-Month Repayment Schedule

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

2 3 2 Eight-Month Repayment Schedule

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

2 3 3 Twelve-Month Repayment Schedule

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

2 4 Payment Plan Agreement

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

2 5 Default of Payment Plan Agreement

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

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

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

3 Application of Payment Schedule

In accordance with the terms of Section 209 0063 of the Texas Property Code, except for payments made to the Association by Members who are in default under a Payment Plan Agreement with the Association (as provided above), a payment received by the Association from a Member shall be applied to the Member's account in the following order of priority

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

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
2019054792
Apr 18, 2019 10 48 AM
Fee $122 00 TOMSR

4 pgs 2019062628

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC

BOARD OF DIRECTORS CODE OF ETHICS – 2019

This Board of Directors Code of Ethics – 2019 was adopted by the Board of Directors for the Apache Shores Property Owners Association, Inc on April 17, 2019

Preamble

The Apache Shores Property Owners Association, Inc (the "**Association**") is a nonprofit corporation organized for the following purposes

- To enforce, supervise, put into effect and otherwise carry out the restrictions pertaining to the properties situated in Apache Shores subdivision, a subdivision in Travis County, Texas,
- To consent, approve, grant permission and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said subdivision,
- To promote and supervise the beautification, care, maintenance and upkeep of said subdivision, and, to otherwise promote harmonious relations among the residents of said subdivision,
- To own and operate and maintain facilities, and roadways located in and upon said subdivision, and
- To generally carry out any other purpose in connection with the foregoing and to have and exercise all the powers conferred by the Laws of Texas upon nonprofit corporations formed under the Texas Nonprofit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do

The business and property of the Association is managed and controlled by the Board of Directors (the "**Board**") The Board of Directors Code of Ethics – 2019 (the "**Code**") serves as a code of conduct for members of the Board in their capacity as Board members The principles and requirements that comprise the Code are based on, and are designed to ensure full compliance by the Board members of the fiduciary duties imposed on such individuals by the Texas Nonprofit Corporation Act At the same time, the Code is not designed to supplant Texas law in the duties owed by Board members Members of the Board affirm their endorsement of the Code and acknowledge their commitment to uphold its principles and obligations by accepting and retaining membership on the Board

Code

Members of the Board shall at all times abide by and conform to the following Code in their capacity as Board members

1 Compliance with Association Rules and Regulations Each member of the Board will abide in all respects by the Code and all other rules and regulations of the Association (including but not limited to the Association's Articles of Incorporation, Deed Restrictions, Bylaws, and Policies) and will ensure that their membership in the Association remains in good standing at all times Each member of the Board is



encouraged to be current with all dues and assessments and held to the same level of compliance with the rules and regulations as membership

2 Compliance with Law Each member of the Board will at all times (a) obey all applicable federal, state and local laws, statutes and regulations and will provide or cause to provide the full cooperation of the Association when requested to do so as required to uphold the law, and (b) not advocate or support any action or activity that violates a law or regulatory requirement

3 General Standard Each member of the Board shall act (a) in good faith, (b) with ordinary care, and (c) in a manner he or she reasonably believes to be in the best interests of the Association

4 Confidentiality

- a Except as the Board may otherwise require or as otherwise required by law, no Board member shall disclose any properly identified or stated confidential information related to the affairs of the Association and each member of the Board will uphold the strict confidentiality of all meetings and other deliberations and communications of the Board identified as such, including confidential information
  - i provided by contractors or sharing confidential information with those bidding for Association contracts unless specifically authorized by the Board,
  - ii about any owner, resident or contractor that was obtained in the performance of Board duties, and
  - iii disclosed at any meeting of the Board properly closed or held in executive session
- b Upon termination of service, a retiring Board member will promptly return to the Association all documents, electronic and hard files, reference materials, and other property entrusted to the Board member for the purpose of fulfilling his or her job responsibilities Such return will not abrogate the retiring Board member from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure on the Board

5 Proper Use and Protection of Association Information and Property No member of the Board will use any information provided by the Association or acquired as a consequence of the Board member's service to the Association in any manner other than in furtherance of his or her Board duties Further, no member of the Board will misuse Association property or resources and will at all times keep the Association's property secure and not allow any person not authorized by the Board to have or use such property

6 Interference No member of the Board shall persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with an actual or potential relationship to or with the Association to terminate, curtail or not enter into its relationship to or with the Association, or to in any way reduce the monetary or other benefits to the Association of such relationship

7 Misrepresentation No member of the Board shall (a) make unauthorized commitments to Association members, suppliers, contractors, or others in the context of activities relating to the Association, and (b) misrepresent known facts in any issue involving Association business



8 Conflict of Interest The members of the Board must act at all times in the best interests of the Association and not for personal or third-party gain or financial enrichment When encountering potential conflicts of interest, Board members will identify the conflict and, as required, remove themselves from all discussion and voting on the matter The Code is not designed to prohibit conflict but to identify it and protect the Association interest Specifically, members of the Board shall

- a avoid placing (and avoid the appearance of placing) one's own self-interest or any third party interest above that of the Association, while the receipt of incidental personal or third-party benefit may necessarily flow from certain Association activities, such benefit must be merely incidental to the primary benefit to the Association and its purposes,
- b disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association,
- c not abuse their Board membership by improperly using their Board membership or the Association's services, equipment, resources, or property for their personal or third party gain or pleasure, and shall not represent to third parties that their authority as a Board member extends any further than that which it actually extends,
- d not engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the Association,
- e not solicit or accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the Association without fully disclosing such items to the Board, and
- f provide goods or services to the Association as a paid vendor to the Association only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board

9 Proper Decorum Each Board member shall (a) speak with one voice, supporting all duly-adopted Board decisions—even if the Board member was in the minority regarding actions that may not have been obtained by unanimous consent, and (b) not engage in or facilitate any discriminatory or harassing behavior, including personal attacks, directed toward Association members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to the Association

Amendment of the Code of Ethics

This Code may be amended by a 2/3rds vote of each new Board, present and voting The new Board may only do the action of amendment prior to adoption Once adopted, no amendment will be allowed until the following year Each new Board, yearly, shall adopt the Code within ninety (90) days of the Annual Meeting and shall adopt the Code at a regular Board meeting

Eric Baham

Gary Finch



Mark Barrera

Esequiel (Junior) Rios, Jr

Hilary Brown

Doug Saile

Bob Cawthon

Michelle Sain

Kathleen Crabill

Bob White

Catherine David

SUBSCRIBED AND SWORN TO BEFORE ME by said

Eric Baham , Mark Barrera , Hilary Brown

Bob Cawthon , Kathleen Crabill , Catherine David

Gary Finch , Esequiel (Junior) Rios, Jr , Doug Saile

Michelle Sain , Bob White

Board of Directors of Apache Shores Property Owners Association, Inc, a Texas nonprofit corporation, on behalf of such nonprofit corporation on this 17th day of April, 2019

NOTARY PUBLIC FOR THE STATE OF TEXAS

HECTOR QUINTANILLA
ID #124256045
My Commission Expires
June 26 2022

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2019062628 May 02, 2019 08 48 AM
Fee $38 00 TOMSR

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Jan 06, 2021 04:25 PM Fee: $38.00
2021003130
Electronically Recorded

AFTER RECORDING RETURN TO:

Alex S. Valdes, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com

2020 SUPPLEMENTAL DECLARATION

APACHE SHORES

APPLICABLE TO:

First Installment
Section One
Section Two
Section Three
Section Four
Section Six
Section Seven

Of the Apache Shores Property Owners Association, Inc.

Cross-reference to that certain Declaration of Restrictions for Apache Shores, First Installment, recorded under Volume No. 3554, Page 204, Official Public Records of Travis County, Texas, Declaration of Restrictions for Apache Shores, Section 2 (Volume No. 3778, Page 1307), Declaration of Restrictions for Apache Shores, Section 3 (Volume No. 3822, Page 1761), Declaration of Restrictions for Apache Shores, Section 4, (Volume No. 3955, Page 1830) Declaration of Restrictions for Apache Shores, Section 5 (Volume No. 4129, Page 1033), Declaration of Restrictions for Apache Shores, Section 6 (Volume No. 4397, Page 479), and Declaration of Restrictions for Apache Shores, Section 7 (Volume No. 4657, Page 1480), Amendments to Declaration of Restrictions Apache Shores, (All Sections) (Volume 7831, Page 148), Amendment to Declaration of Restrictions for Apache Shores, Section 5 (Volume No. 7831, Page 149) and Amendment to Declaration of Restrictions for Apache Shores, First Installment and Sections Two (2) Through Seven (7) (Volume No. 9072, Page 274) (together, the "**Restrictions**").

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR APACHE SHORES
[First Installment, Section One, Section Two, Section Three, Section Four, Section Six, and Section Seven]

This Amendment was approved by the requisite number of owners of lots in the following sections of Apache Shores: First Installment, Section One, Section Two, Section Three, Section Four, Section Six, and Section Seven. The owners of lots in the foregoing sections are referred to herein as the "**Members**" and the underlying lots in the First Installment, Section One, Section Two, Section Three, Section Four, Section Six, and Section Seven are referred to as the "**Lots**" herein. The Board of Directors for Apache Shores Property Owners Association, Inc. is referred to herein as the "**Board**".

1. (a) **Regular Assessments**. As of March 1, 2020, the current annual maintenance fee assessed against each Lot (the "**Regular Assessment**") is $100.00.

(b) **Five Percent Cap**. Prior to the beginning of each fiscal year, the Board shall establish the budget for the coming year. Any increase in the Regular Assessment amount may not exceed five percent (5%) from one year to the next.

(c) **Owner Approval of Regular Assessment Increase**. If the proposed budget will cause Regular Assessments to be increased by more than five percent (5%), then any increase in the Regular Assessments that exceeds five percent (5%) must first be approved by a majority vote of the Members present, in person or by proxy, at an annual or special meeting of the Members at which quorum is met.

(d) **Special Assessments**. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") that are only charged in a particular year, whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association.

(e) **Owner Approval of Special Assessments**. Special Assessments must be approved by a majority vote of the Members present, in person or by proxy, at an annual or special meeting of the Members at which quorum is met.

2. **Approval by Section**. If Sections 1(a)-(e), above, are not approved and adopted for all sections of Apache Shores, then Sections 1(a)-(e) will only apply to those Sections that have approved the amendment (the "**Approving Sections**"), and the amounts over the Regular Assessment charge of $35 collected pursuant to Sections 1(a)-(e) shall be segregated in a separate account for the benefit of the

Approving Sections only as shared funds, and such funds are to be expended solely for the benefit of the Approving Sections. Additionally, any required Owner approval will pertain to the Approving Sections only.

Association Note Regarding Segregation of Assessments. This supplemental covenant was approved by the First Installment, Section One, Section Two, Section Three, Section, Four, Section Six, and Section Seven, and they are the "Approving Sections". Accordingly, the assessments collected from the Approving Sections that exceed $35.00 per Lot (which is the amount presently charged for each lot in Section Five, which section did not approve this supplemental covenant), whether they are Regular Assessments or Special Assessments, are to be segregated from the assessments collected from the lots in Section Five and are considered to be "Approving Section Funds." These Approving Section Funds are for use by the Approving Sections as shared funds to be maintained in a separate account for the benefit of the Approving Sections only as shared funds, and such funds are to be expended solely for the benefit of the Approving Sections. This is subject to change if Section Five lot owners approve a similar supplemental covenant authorizing the collection of increased assessments.

3. **Rules and Regulations:** The Board may propose rules and regulations, and shall have the authority to enforce such rules and regulations as to the Lots provided such rules and regulations, and any fines included in the rules and regulations, are approved by a majority vote of the Board and thereafter by a majority vote of the Members in attendance, in person or by ballot, at an annual or special meeting of the Members at which quorum is met.

[SIGNATURE PAGE TO FOLLOW]

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of Apache Shores Property Owners Association, Inc., a Texas non-profit corporation (the "**Association**"), and that this is a true and correct copy of the **SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR APACHE SHORES [First Installment, Section One, Section Two, Section Three, Section Four, Section Six, and Section Seven] approved by the requisite number of owners of lots in the aforementioned installment and sections.**

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 6th day of January, 2021.

Michelle Sain

Name: Michelle Sain
Title: President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 6th day of January, 2021, by Michelle Sain, President of Apaches Shores Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(Seal)

Christopher S Triplet

Notary Public, State of Texas

CHRISTOPHER S TRIPLET
Notary ID #132674042
My Commission Expires
September 11, 2024

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Mar 23, 2022 11:38 AM Fee: $82.00
2022053254
Electronically Recorded

This page is intentionally added for electronic file stamp.

NOTICE OF DEDICATORY INSTRUMENTS
for
APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Apache Shores Property Owners Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

   a. Apache Shores, First Installment, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 43, Page 29, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   b. Apache Shores, Section 2, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 48, Page 58, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   c. Apache Shores, Section 3, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 49, Page 47, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   d. Apache Shores, Section 4, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 52, Page 18, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   e. Apache Shores, Section 5, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 55, Page 41, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   f. Apache Shores, Section 6, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 61, Page 6, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

   g. Apache Shores, Section 7, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 64, Page 80, *et seq.*, of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:

a. Documents:

(1) Declaration of Restrictions for Apache Shores, First Installment, Travis County, Texas.

(2) Declaration of Restrictions for Apache Shores, Section 2, Travis County, Texas.

(3) Declaration of Restrictions for Apache Shores, Section 3, Travis County, Texas.

(4) Declaration of Restrictions for Apache Shores, Section 4, Travis County, Texas.

(5) Declaration of Restrictions for Apache Shores, Section 5, Travis County, Texas.

(6) Amendment to Declaration of Restrictions for Apache Shores, Section 5, Travis County, Texas.

(7) Declaration of Restrictions for Apache Shores, Section 6, Travis County, Texas.

(8) Declaration of Restrictions for Apache Shores, Section 7, Travis County, Texas.

(9) 2020 Supplemental Declaration Apache Shores.

b. Recording Information:

(1) Volume 3554, Page 200, *et seq.*, of the Official Public Property Records of Travis County.

(2) Volume 3778, Page 1303, *et seq.*, of the Official Public Property Records of Travis County.

(3) Volume 3822, Page 1757, *et seq.*, of the Official Public Property Records of Travis County.

(4) Volume 3955, Page 1827, *et seq.*, of the Official Public Property Records of Travis County.

(5) Volume 4129, Page 1030, *et seq.*, of the Official Public Property Records of Travis County.

(6) Volume 4410, Page 792, *et seq.*, of the Official Public Property Records of Travis County.

(7) Volume 4397, Page 476, *et seq.*, of the Official Public Property Records of Travis County.

(8) Volume 4657, Page 1477, *et seq.*, of the Official Public Property Records of Travis County.

(9) Travis County Clerk's File No. 2021003130.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Travis County, Texas:

a. Document:

(1) Bylaws.

(2) Apache Shores Property Owners Association, Inc. Community Manual.

b. Recording Information:

(1) Travis County Clerk's File No. 2009138711.

(2) Travis County Clerk's File No. 2019054792.

4. Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:

- **Policy 1: Restrictions Enforcement and ARC Appeal Policy for Apache Shores Property Owners Association, Inc.**
- **Policy 7: Bid Solicitation Policy for Apache Shores Property Owners Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 23rd of March, 2022.

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Clint Brown, authorized representative

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 23rd day of March, 2022 personally appeared Clint Brown, authorized representative of Apache Shores Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

KATHERINE JONES
NOTARY ID #13294650-7
My Commission Expires
March 01, 2025

_____
Notary Public in and for the State of Texas

Policy 1: Restrictions Enforcement and ARC Appeal Policy
for
Apache Shores Property Owners Association, Inc.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Catherine David, Secretary of Apache Shores Property Owners Association, Inc. (the "**Association**"), certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly noticed, and held on the 19th day of January, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Policy 1: Restrictions Enforcement and ARC Appeal Policy (this "**Policy**") was approved by not less than a majority of the Board members in attendance.

Recitals:

1. On April 18, 2019, the Apache Shores Property Owners Association, Inc. Community Manual was recorded in the Official Public Records of Real Property of Travis County under 2019054792, which encumbered that property restricted by the Declaration of Restrictions for Apache Shores recorded in the Official Public Records of Real Property of Travis County, Texas under Volume 3554, Pages 200-205 (First Installment), Volume 3778, Pages 1303-1307 (Section 2), Volume 3822, Pages 1757-1761 (Section 3), Volume 3955, Pages 1827-1831 (Section 4), Volume 4129, Pages 1030-1034 (Section 5), Volume 4397, Pages 476-480 (Section 6) and Volume 4657, Pages 1477-1481 (Section 7).

2. Contained within the Community Manual were six policies, including Policy 1: Restrictions Enforcement Policy, which were adopted pursuant to the Articles of Incorporation of the Association and the Declaration of Restrictions for each Section of Apache Shores, which grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

3. Since the adoption of the Community Manual, Section 209.007 of the Texas Property Code, which sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board, has been amended and Section 209.0505 of the Texas Property Code, which sets forth the process for appealing a decision of the Architectural Review Committee by hearing, has been added.

4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.0505, 209.006 and 209.007 of the Texas Property Code and applicable provisions in the Dedicatory Instruments.

5. This Policy replaces and supersedes Policy No. 1: Restrictions Enforcement Policy, which was previously adopted by the Association and shall be physically incorporated into the Community Manual for the Association.

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

Policy 1: Restrictions Enforcement ARC Appeal Policy

1. Purpose

Under the Articles of Incorporation, the purpose of the Association, in part, is to enforce, supervise, put into effect, and otherwise carry out the restrictions pertaining to lots situated in Apache Shores. The Declaration of Restrictions for each Section of Apache Shores contains certain restrictions applicable to the lots. The purpose of this Restrictions Enforcement and ARC Appeal Policy is to establish the policy for the enforcement of the restrictions, including a process by which a Member can request a Board Hearing for a violation notice received under Section 22 of this Policy, a denial of an ARC Application under Policy 3: Building Plans Policy of the Community Manual or any other basis under the Texas Property Code and/or the Associationa's governing documents.

2. Violation Notice

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

3. Board Hearing Parameters

In the event that an Member requests a Board Hearing pursuant to the Texas Property Code and/or Association's governing documents, the following parameters will govern the Board Hearing:

3.1. Definitions

A. "ARC" means the Association's architectural review authority, as defined by Section 209.00505 of the Texas Property Code. A person may not be appointed or elected to serve on the ARC if the person is:

   a. A current board member;

   b. A current board member's spouse; or

   c. A person residing in a current board member's household.

B. "ARC Notice" means the notice of ARC denial sent to the Member by the Association pursuant to Section 3.3(A) of this Policy.

C. "Board Hearing" means any hearing before the Board pursuant to this Policy.

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

D. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Texas Property Code.

E. "Hearing Notice" means the notice of hearing sent to the Member by the Association pursuant to Section 3.2(B) of this Policy.

F. "Hearing Packet" means the packet provided to the Member by the Association pursuant to Section 3.4(B) of this Policy.

3.2. Rules Applicable to All Hearings

A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Member's request for a Board Hearing. The Board or the Member may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Member not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

C. Members are expected to provide copies of any documentary evidence the Member intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.

D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Member of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.

E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Member and will make every effort to communicate the time limitation to the Member in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Member ample time to present the Member's response; (iii) the Board's finite amount of time available to consider such issues.

F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section 3.2(F).

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

G. Either party may make an audio recording of the Board Hearing.

H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

I. Members are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.

J. In accordance with Section 209.007(e) of the Texas Property Code, an Member or the Board may use alternative dispute resolution services.

3.3. Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application

A. In accordance with Section 209.00505(d) of the Texas Property Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:

   a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and

   b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30^{th}) day after the date the notice was mailed to the Owner.

B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Texas Property Code.

C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

3.4. Additional Rules Applicable to Other Hearings

A. Subject to the exceptions set forth in Section 3.2(H) of this Policy, this Section 3.4 shall apply to Board Hearings in connection with:

   a. the levying of fines, if any, for violations of the Dedicatory Instruments;

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

b. suspension of an Owner's right to use the Common Areas;

c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;

d. charging an Owner for property damage; or

e. reporting of any delinquency of an Owner to a credit reporting service.

B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.

C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.

D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

[*This space intentionally left blank*]

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Policy 1: Restrictions Enforcement and ARC Appeal Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 22nd day of March, 2022

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: Catherine David

Printed: Catherine David

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 22nd day of March, 2022 personally appeared Catherine David, Secretary of Apache Shores Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Krista L. Whitaker

Notary Public in and for the State of Texas

KRISTA LYNN WHITAKER
Notary Public, State of Texas
Comm. Expires 03-03-2024
Notary ID 128847186

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

Policy 7: Bid Solicitation Policy
for
Apache Shores Property Owners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

I, Catherine David, Secretary of Apache Shores Property Owners Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 19th day of January, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Policy 7: Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. On April 18, 2019, the Apache Shores Property Owners Association, Inc. Community Manual was recorded in the Official Public Records of Real Property of Travis County under 2019054792, which encumbered that property restricted by the Declaration of Restrictions for Apache Shores recorded in the Official Public Records of Real Property of Travis County, Texas under Volume 3554, Pages 200-205 (First Installment), Volume 3778, Pages 1303-1307 (Section 2), Volume 3822, Pages 1757-1761 (Section 3), Volume 3955, Pages 1827-1831 (Section 4), Volume 4129, Pages 1030-1034 (Section 5), Volume 4397, Pages 476-480 (Section 6) and Volume 4657, Pages 1477-1481 (Section 7).

2. Section 209.0052(c) of the Texas Property Code was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of fifty-thousand dollars ($50,000.00).

3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).

4. This Bid Solicitation Policy ("**Policy**") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association and shall be physically incorporated into the Community Manual for the Association.

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

Policy 7: Bid Solicitation Policy

1. Purpose

The purpose of this Bid Solicitation policy is to comply with Section 209.0052(c) of the Texas Property Code, which requires the Association to adopt a procedure to solicit bids or proposals for services that will be in an amount in excess of fifty-thousand dollars ($50,000.00).

2. Definition

For purposes of this Policy, "**Services**" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the community.

3. Applicability

This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "**Contractors**") in exchange for payment by the Association of an amount greater than fifty-thousand dollars ($50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars ($50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars ($50,000.00).

4. Bid Solicitation

In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

5. Bid Process

5.1. Solicitation

The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "**Solicitation**").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

implemented.

5.2. Evaluation

The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

5.3. Selection and Notification

The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

5.4. Frequency of Solicitation

Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

5.5. Board Discretion

Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

[*This space intentionally left blank*]

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Policy 7: Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 22nd day of March, 2022

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

By: Catherine David

Printed: Catherine David

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 22nd day of March, 2022 personally appeared Catherine David, Secretary of Apache Shores Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Krista L. Whitaker
Notary Public in and for the State of Texas

KRISTA LYNN WHITAKER
Notary Public, State of Texas
Comm. Expires 03-03-2024
Notary ID 128847186

Copyright © 2021 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Policy may be used only in connection with the Apache Shores community and the operation of the Apache Shores Property Owners Association, Inc.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Sep 26, 2023 02:38 PM Fee: $34.00
2023110161
Electronically Recorded

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code. This amends all prior Management Certificates filed for this association.

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

State of Texas §

County of Travis §

1. Name of Subdivision: Apache Shores

2. Subdivision Location: Travis

3. Name of Homeowners Association: Apache Shores Property Owners Association, Inc.

4. Recording Data for Association:

First Installment recorded under Instrument No. 409831
First Installment Amendment recorded under Instrument No. 430915
First Installment Amended Plat recorded under Instrument No. 402375
Plat Section 2 recorded under Instrument No. 412524
Amended Plat Section 2 recorded under Instrument No. 200100363
Final Plat section 2 recorded under instrument No. 410870
Amended Plat Section 3 recorded under Instrument No. 199900353
Final Plat Section 3 recorded under Instrument No. 411070
Plat Section 4 recorded under Instrument No.412526
Plat Section 5 recorded under Instrument No. 413283
Plat Section 6 recorded under Instrument No. 415214
Plat Section 7 recorded under Instrument No. 415977
Amended Plat Section 7 recorded under Instrument No. 200500102

5. Recording Data for Declaration and any amendments:

DCCR's recorded under Instrument No. 5786277
Renewal and Extension of DCCRs recorded under Instrument No. 7335522
First Installment Recorded under Instrument No. 0869500144
First Installment Section 2-7 recorded under Instrument No. 5079923
Amendment to Declaration Section 1 recorded under Instrument No. 0785400948
Amendment to Declaration Section 2 & 3 recorded under Instrument No. 0701902013
Amendment to Declaration Section 5 recorded under Instrument No. 0783100149

Amendment to Declaration first installment and sections 2-7 recorded under Instrument No. 0810200162 and Instrument No. 0907200273
Amendment to Declaration of Restrictions all sections recorded under Instrument No. 0783100147
2022 Supplemental Declaration recorded under Instrument No. 2021003130

6. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners' association:

Restrictive Covenant Recorded under Instrument No. 0860000244

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

Spectrum Association Management
17319 San Pedro Ave, #318
San Antonio, TX 78232
contact@spectrumam.com
210-494-0659
www.spectrumam.com/homeowners

8. Fee(s) related to Property Transfer:

- Administrative Transfer Fee - $200.00
- Resale Package = $375.00
  - Rush for Resale Package:
    - 1 business day = $120.00 / 3 business days = $95.00
  - Add a Rush to an existing order = $75.00 + Cost of a Rush
  - Update for Resale Package:
    - 1-14 days = $15.00 / 15-180 days = $50.00
- Statement of Account (for Builder sells only) = $120.00
  - Rush for Statement of Account (for Builder sells only):
    - 1 business day = $110.00 / 3 business day = $85.00
  - Update for Statement of Account (for Builder sells only):
    - 1-30 days - No Cost / 31-45 days = $50.00 / 46-90 days = $50.00
- Transfer Fee = $100.00

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

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 26 **day of** September **, 2023.**

Apache Shores Property Owners Association, Inc.

By: _____
Shelby Welch (of Spectrum Association Management), Managing Agent

State of Texas §

County of Bexar §

This instrument was acknowledged and signed before me on this 26th day of September, 2023 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent of Apache Shores Property Owners Association, Inc., on behalf of said association.

_____
Notary Public, State of Texas

DENISE J. MAHAN
Notary Public, State of Texas
Comm. Expires 10-21-2026
Notary ID 6515586

After Recording, Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro Ave., Ste. #318
San Antonio, TX 78232

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas
Mar 28, 2024 09:36 AM Fee: $49.00
2024032981
Electronically Recorded

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Apache Shores Property Owners Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Travis County, Texas,

NOW THERFORE, true copies of the following dedicatory instruments of the Apache Shores Property Owners Association, Inc. which have not been previously filed in the public records of Travis County are attached hereto, including:

- ***Billing Policy and Payment Plan Guidelines***

FURTHER, other dedicatory instruments of the Apache Shores Property Owners Association, Inc. have already been filed in the public records of Travis County as these documents supplement the previously filed documents.

SIGNED on this the 26th day of March, 2024.

Apache Shores Property Owners Association, Inc.

By: Spectrum Association Management, L.P.

By: Shelby Welch

Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on this 26th day of March, 2024 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Apache Shores Property Owners Association, Inc., on behalf of said association.

Denise J. Mahan

Notary Public, State of Texas

DENISE J. MAHAN
Notary Public, State of Texas
Comm. Expires 10-21-2026
Notary ID 6515566

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC. BILLING POLICY AND PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, the property encumbered by this Billing Policy and Payment Plan Guidelines ("Guidelines") is the property commonly known as Apache Shores ("Subdivision"), restricted by the Declaration of Covenants, Conditions and Restrictions for Apache Shores, recorded under Volume 3554, Page 200, in the Official Public Records of Travis County, Texas, as same has been or may be amended or supplemented from time to time ("Declaration"), and any other property that has been or may be subsequently annexed thereto and made subject to the authority of the Apache Shores Property Owners Association, Inc. ("Association");

WHEREAS, Article IV, Section 10 of the Bylaws grants the authority to the Board of Directors ("the Board") to establish rules and regulations;

WHEREAS, The Board enforces the provisions of the Declaration to address the collection and processing of assessments and other charges due and owing to the Association;

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. These Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein.

Certification

I hereby certify that, as President, ASPOA Board of Directors of the Apache Shores Property Owners Association, Inc., the attached Billing Policy and Payment Plan Guidelines were approved on the 21 day of February 2024 at a meeting of the Board of Directors at which a quorum was present.

DocuSigned by:
Signature: David Kneeland
C0934182A5AF462...

Printed Name: David Kneeland

Title: President, ASPOA Board of Directors

Date: 2/22/2024

APACHE SHORES PROPERTY OWNERS ASSOCIATION, INC.
BILLING POLICY AND PAYMENT PLAN GUIDELINES

I. BILLING POLICY

1. ASSESSMENT PERIOD

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

2. NOTICE

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

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

3. DUE DATE

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

4. INTEREST

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

5. LATE FEES

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

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

The owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

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

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

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

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

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

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

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

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

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner as provided under Section 209.006 and 209.007 of the Texas Property Code, the owner's use of
recreational facilities and common properties may be suspended.

II. PAYMENT PLAN GUIDELINES

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

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;

2. The Association may use its discretion to determine the maximum term of a payment plan;

3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;

4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;

5. All payments shall be due by the date specified in the payment plan;

6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;

7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;

8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;

9. Pursuant to Section 209.0062(c) of the Texas Property Code, the Association is not required to offer a payment plan to an owner after the forty-five (45) day period to pay the past due balance in the final notice has expired;

10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;

11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment

Notwithstanding the contents of these Guidelines, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying these Guidelines.

2. Other Rights

These Guidelines are in addition to and is not intended to detract from or limit the rights of the Association to bill assessments
under the Association's Declaration and the laws of the State of Texas.

3. Application of Payments

A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Guidelines

These Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein. The Board of Directors may amend these Guidelines from time to time.

TRAVIS COUNTY PLAT VOLUME 48 PAGE 58

Nov. 18-69 RC-CH-A 5488 7.50

