

PLAT DOCUMENT #



TRV 200300302
2 pgs

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: ANGEL BAY, RESUBDIVISION OF LOT 1,
BLOCK B

OWNERS NAME: JOHN W OWNERS AND CHRISTOPHER BEAUDIN

RESUBDIVISION? YES ☒ NO ☐

ADDITIONAL RESTRICTIONS / COMMENTS:

N/A

RETURN:

TNR- KENT
44215

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

11-14-2003 09 03 AM 200300302
ZAVALAR \$61 00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

20300302

NUMBER OF LOTS 2
RESIDENTIAL LOT 1
HOMEOWNER'S ASSOC. LOT . . . 1
(SEE NOTE #11)
TOTAL ACRES 5.315 AC

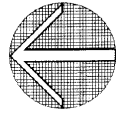
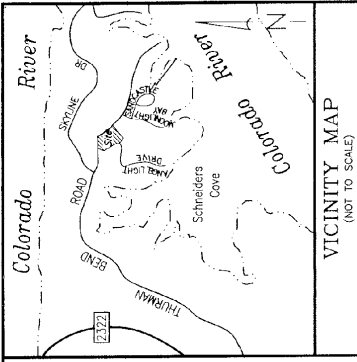
D. E. Cullenda
LOWER COLORADO RIVER AUTHORITY

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE. SHOULD ANY LOT BE PROPOSED FOR A USE OTHER THAN SINGLE-FAMILY RESIDENTIAL, AN LCRA NPS DEVELOPMENT PERMIT, ITS SUCCESSOR OR ASSIGNS, MAY BE REQUIRED.

LCRA NOTE:

200300302

ANGEL BAY, RESUBDIVISION
OF LOT 1, BLOCK B



SCALE: 1"=100'

LEGEND

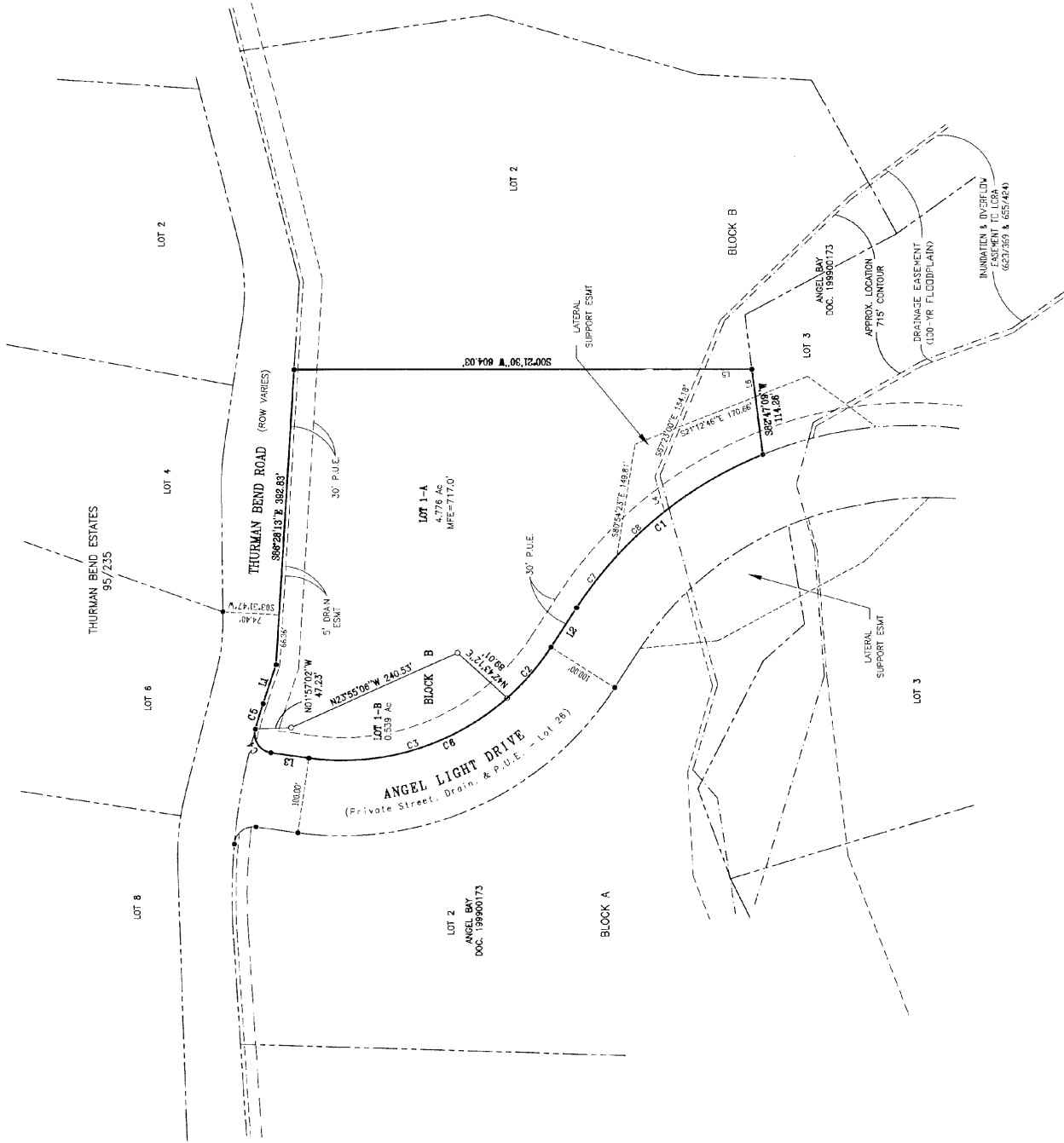
- 1/2-INCH IRON ROD FOUND
- 1/2-INCH IRON ROD SET
- P.U.E.
- B.L.
- MINIMUM FINISHED FLOOR ELEVATION

LINE TABLE

NUMBER	DIRECTION	DEGREE	ANGLE
L1	S71°10' E	54.32'	
L2	N87°03' W	62.27'	
L3	N08°21' 35" E	50.54'	
L4	N74°45' 00" E	48.20'	
L5	S00°21' 30" W	68.97'	
L6	S82°47' 09" W	37.09'	

CURVE TABLE

NUMBER	DELTA	RADIUS	CHORD	BEARING	CHORD ARC
C1	35°15'43"	525.00	N43°25'20" W	318.03	323.10
C2	1°34'05"	325.00	N48°12'43" W	68.68	66.96
C3	48°43'50"	325.00	N16°30'19" W	273.32	282.09
C4	97°29'18"	25.00	N57°06'07" E	37.89	42.54
C5	102°27'59"	81.00	S77°25'06" E	35.08	35.08
C6	82°32'48"	125.00	N43°25'20" W	87.08	87.08
C7	82°32'48"	125.00	S55°17'30" E	87.08	87.08
C8	09°19'30"	325.00	S42°53'04" E	85.35	85.44





TRV

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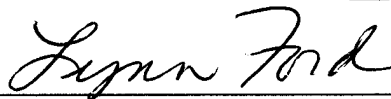
96 PGS

J. C. Johnson
Dorsett Swift & Clinton, LLP
Austin - Dallas/Fort Worth - Houston
500 N. Carroll, Suite 110
Southlake, Texas 76092

Angel Bay POA
COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Angel Bay POA, a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association

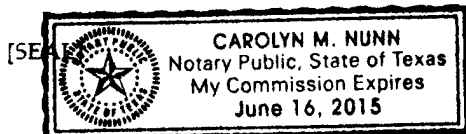
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 29th day of December, 2011.

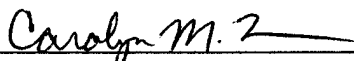

LYNN FORD, Secretary

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned Notary Public, on this 29th day of December, 2011, by Lynn Ford, Secretary of the Angel Bay Property Owners' Association, a Texas non-profit corporation, 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 purposes and consideration therein expressed, on behalf of said corporation.

This instrument was given to me under my hand and seal of this office this 29th day of December, 2011.




Notary Public Signature

Cross-reference to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Angel Bay POA recorded under Document No. 1999037847, Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of any previously adopted policies and the policies set forth herein, the terms and provisions of the policies set forth herein control.

ANGEL BAY PROPERTY OWNERS ASSOCIATION

COMMUNITY MANUAL

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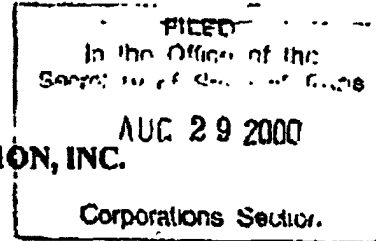
PLEASE NOTE THAT THE POLICIES AND PROCEDURES CONTAINED HEREIN DO NOT CONSTITUTE THE ENTIRE RESTRICTIONS, RULES OR POLICIES FOR ANGEL BAY POA. THE POLICIES AND PROCEDURES CONTAINED IN THIS DOCUMENT HAVE BEEN ADOPTED BY THE BOARD TO COMPLY WITH LEGISLATION ADOPTED BY THE 82ND TEXAS LEGISLATURE.

ATTACHMENT 1

ARTICLES OF INCORPORATION

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION



ARTICLE ONE

The name of the Corporation is Angel Bay Property Owners Association, Inc.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of the Corporation's duration is perpetual.

ARTICLE FOUR

The purposes for which the Corporation is organized are:

1. To be and act as the "Association", as the term is defined in that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions executed by Angel Bay Partners, L.P., a Texas limited partnership, as "Declarant", and filed for record in Document No. 1999042184, Official Records of Travis County, Texas, as amended by instrument recorded in Document No. 1999072681, Official Records of Travis County, Texas, and as such instrument may hereafter be amended from time to time (such instrument as amended, the "Declaration"), covering that certain real property owned and designated by Declarant as all lots in Angel Bay Subdivision, a subdivision in Travis County, Texas, according to the Plat recorded in Document No. 199900173, Official Public Records of Travis County, Texas, and such other real property conveyed to the Association by Declarant in Travis County, Texas, (the "Property");

2. To exercise and enjoy all powers, rights, and benefits of the Association under and pursuant to the Declaration, and to satisfy, perform and observe all covenants, duties and obligations of the Association under the Declaration, which include all rights, powers, benefits, covenants, duties and obligations provided in the Declaration and generally enforcing the Declaration;

3. To provide for and do all activities necessary, useful and expedient to exercise and enjoy the powers, rights and benefits of the Association under the Declaration and to satisfy, perform and observe the covenants, duties and obligations of the Association under the Declaration;

4. To operate, administer and govern the affairs and funds of the Corporation in connection with the powers, rights, benefits, duties, covenants and obligations of the Association under the Declaration;

5. To borrow or raise money for any of the purposes of the Corporation and from time to time, without limit to amount, to draw, make, accept, endorse and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage, pledge, security agreement and financing statement, or conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes;

6. To carry on any other business incident to, and required or necessary in connection with, any and all of the purposes set forth above; and

7. In connection with any and all of the purposes set forth above, to have and exercise all the powers conferred by the laws of the State of Texas upon corporations formed under the Texas

Non-Profit Corporation Act and to do any and all things set forth herein to the same extent as natural persons might and could do. Nothing in these stated purposes shall limit any general power conferred upon corporations by the Texas Non-Profit Corporation Act.

ARTICLE FIVE

The street address of the initial registered office of the Corporation is 3937 Ranch Road 620 South, Austin, Texas 78738, and the name of its initial registered agent at such address is William J. Maddux.

ARTICLE SIX

Affairs of the Corporation shall be managed by a Board of Directors of not less than three (3) directors. The number of Directors and the terms of office of the Directors shall be fixed by the Bylaws of the corporation. The number of Directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the members or until their successors are elected and qualified are:

NAME AND ADDRESS:

William J. Maddux
3937 Ranch Road 620 South
Austin, Texas 78738

Peggy A. Maddux
3937 Ranch Road 620 South
Austin, Texas 78738

Billie J. Ellis
3937 Ranch Road 620 South
Austin, Texas 78738

The members of the Board of Directors shall serve without compensation, and no member of the Board of Directors shall receive any pecuniary benefit from the corporation, except reimbursement for actual expense incurred in connection with the business of the Corporation.

ARTICLE SEVEN

The name and street address of the Incorporator is:

NAME AND ADDRESS

William J. Maddux
3937 Ranch Road 620 South
Austin, Texas 78738

ARTICLE EIGHT

The Corporation shall be a membership corporation. Designation of classes of membership, the manner of election or appointment of Members, and the qualifications and rights of the Members of each class of the Corporation shall be set forth in the Bylaws of the Corporation. The right to cumulate votes in the election of Directors and/or by any Member is hereby expressly denied.

ARTICLE NINE

The initial Bylaws of the Corporation shall be adopted by the Board of Directors, and the power to alter, amend or repeal the bylaws or adopt new Bylaws shall thereafter be vested in the Members of the Corporation as may be provided in the Bylaws.

ARTICLE TEN

Anything in these Articles of Incorporation to the contrary notwithstanding, all or any part of these Articles of Incorporation may be amended from time to time only upon the affirmative vote of a majority of the Directors present at any meeting at which there is a quorum.

ARTICLE ELEVEN

1. The Corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends. The balance, if any, of all money and other assets received by the Corporation from its operations, after the payment in full of all debts and obligations of the Corporation of whatever kind and nature, shall be used and distributed exclusively for carrying out only the purposes of the corporation as particularly set forth in Article Four.

2. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four.

3. The Corporation shall not operate for the primary purpose of carrying on a trade or business for profit.

4. In the event of the dissolution of the corporation, or in the event it shall cease to carry out the objects and purposes herein stated, all the business, property and assets of the

Corporation shall go and be distributed, after payment of just debts, to the then members of the Corporation, in equal shares.

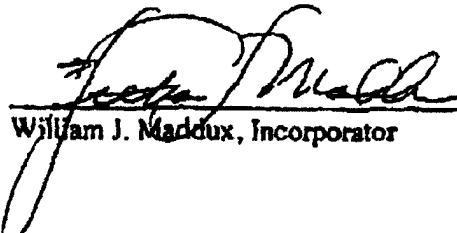
ARTICLE TWELVE

No Director of the Corporation shall be liable to the Corporation or its other Directors for monetary damages (other than taxes, penalties and expenses of correction) for an act or omission in the Director's capacity as a director, except for an act or omission which is (i) a breach of the Director's duty of loyalty to the Corporation or its Directors; (ii) an act or omission not in good faith that constitutes a breach of duty of the Director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office; or (iv) an act or omission for which the liability of a Director is expressly provided by an applicable statute.

ARTICLE THIRTEEN

Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the Directors or members of the Corporation or any action that may be taken at a meeting of the Members or Directors or of any Committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by all of the Members, Directors or Committee members

EXECUTED on this 27th day of August, 2000.



William J. Maddux, Incorporator

CONSENT TO USE SIMILAR NAME

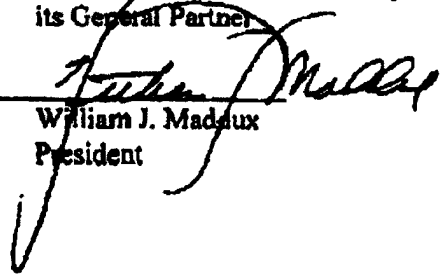
TO WHOM IT MAY CONCERN:

The undersigned, Angel Bay Partners, L.P., a Texas limited partnership, does hereby consent to the use of the name ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation.

Executed this 27th day of AUGUST, 2000.

Angel Bay Partners, L.P.

By: The Land Office, Inc., a Texas corporation
its General Partner

By: 

William J. Madoux
President

ATTACHMENT 2

**POLICIES ADOPTED TO COMPLY WITH LEGISLATION ADOPTED BY THE 82ND TEXAS
LEGISLATURE**

I. SOLAR ENERGY DEVICE & ENERGY EFFICIENT ROOFING POLICY

A. DEFINITIONS

1. Solar Energy Device. As used in this Policy, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficient Roofing. As used in this Policy, "energy efficient roofing" means shingles that are designed (a) primarily to be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

4. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term "association" also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body by dedicatory instrument.

B. GENERAL PROVISIONS

1. Any and all installations of solar energy devices or energy efficient roofing require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of one or more solar energy devices or energy efficient roofing to the Association for approval; or (b) one or more supervising the installation or construction to confirm compliance of an approved application with any governmental codes and ordinances, including but not limited to local, state, and federal laws.

2. An application form for the installation of a solar energy device or energy efficient roofing may be obtained by a property owner from the Association. In addition to the solar energy device or energy efficient roofing application form, the property owner must provide the following information to the Association for review: (a) the intended location of the proposed solar energy device or energy efficient roofing; (b) a complete description of the proposed solar energy device or energy efficient roofing which includes dimensions; manufacturer; model name or number; other identification; and photographs or other detailed and otherwise accurate depictions of the solar energy device or energy efficient roofing.

3. A separate application form and corresponding information must be submitted to the Association by the property owner for each and every intended installation of a solar

energy device or energy efficient roofing. An application for the installation of a solar energy device or energy efficient roofing may only be submitted by a property owner in this subdivision.

4. During any development period, the Association need not adhere to the terms and provisions of this Soar Energy Device and Energy Efficient Roofing Policy and may approve, deny or further restrict the installation of any solar energy device or energy efficient roofing.

5. Solar energy devices and energy efficient roofing must be installed in strict compliance with the approved solar energy device or energy efficient roofing application. Liability for such compliance is the exclusive responsibility of the property owner. Compliance failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

C. SOLAR ENERGY DEVICE PROVISIONS

1. An application for the installation of solar energy device will not be approved by the Association if such solar energy device (a) has been adjudicated by a court to threaten the public health or safety or violates any local, state, or federal law; (b) is located on property owned or maintained by the property owners association; (c) is located on property owned in common by the members of the property owners association; (d) is located in an area on the lot owner's property other than either on the roof of the residential dwelling or other structure allowed under a dedicatory instrument (i) formally adopted and recorded by the Association, (ii) or within the fenced yard or patio owned and maintained by the lot owner.

2. If the solar energy device is to be mounted on the roof of a residential dwelling or other structure allowed under a dedicatory instrument formally adopted and recorded by the Association, then the approval of an application for the installation of the solar energy device will not be approved by the Association if the solar energy device (a) extends higher than or beyond the roofline; (b) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent above the energy production of the device if located in an area designated by the Association; (c) does not conform to the slope of the roof and has an edge top that is parallel to the roofline; or (d) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.

3. If the solar energy device is located in a fenced yard or patio, then the application for the installation of a solar energy device will not be approved by the Association if the solar energy device to be installed is taller than the fence line.

4. If the Association determines in writing that placement of the solar energy device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of

ordinary sensibilities, the application for the installation of a solar energy device will not be approved.

D. ENERGY EFFICIENT ROOFING PROVISIONS

1. An application for the installation of energy efficient roofing will not be approved by the Association, if such energy efficient roofing when installed either (a) does not resemble the shingles used or otherwise authorized for use on property in the subdivision; or (b) is not more durable than and are of equal or superior quality to the shingles described above; or (c) does not match the aesthetics of the property surrounding the owner's property.

II. RAIN BARREL & RAINWATER HARVESTING SYSTEM POLICY

A. DEFINITIONS

1. Rainwater Harvesting System. As used in this Policy, "rainwater harvesting system" means a device or system designed to collect water from a roof, driveway, or other hard surface during a rainfall and channel it into a rain barrel or other container to be saved for future use.

2. Rain Barrel. As used in this Policy, "rain barrel" means a tub, tank, drum, cask or container used as a cistern or reservoir to hold rainwater.

3. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term "association" also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

B. GENERAL PROVISIONS

1. Any and all installations of rainwater harvesting systems or rain barrels require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of one or more rainwater harvesting systems or rain barrels to the Association for approval; or (b) supervising the installation or construction to confirm compliance of an approved application with any governmental codes and ordinances, including but not limited to local, state, and federal laws.

2. An application form for the installation of a rainwater harvesting system or rain barrel may be obtained by a property owner from the Association. In addition to the rainwater harvesting system or rain barrel application form, the property owner must provide

the following information to the Association for review: (a) size; (b) type; (c) shielding; (d) materials; (e) intended location; and (f) a complete description of the proposed rainwater harvesting system or rain barrel which includes dimensions; manufacturer; model name or number (if any); other identification; and photographs or other detailed and otherwise accurate depictions of the rainwater harvesting system or rain barrel to be installed.

3. A separate application form and corresponding information must be submitted to the Association by the property owner for each and every intended installation of a rainwater harvesting system or rain barrel. An application for the installation of a rainwater harvesting system or rain barrel may only be submitted by a property owner of this subdivision.

4. Rainwater harvesting systems and rain barrels must be installed in strict compliance with the approved rainwater harvesting system or rain barrel application. Liability for such compliance is the exclusive responsibility of the property owner. Compliance failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

C. APPROVAL PROVISIONS

1. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if the rainwater harvesting system or rain barrel is to be installed in or on property: (a) owned by the Association; (b) owned in common by the members of the Association; or (c) in an area other than the fenced yard or patio of the property owner.

2. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if the rainwater harvesting system or rain barrel is to be installed in or on property that (a) is to be located between the front of the property owner's residential dwelling and an adjoining or adjacent street; (b) is to be a color other than a color consistent with the color scheme of the property owner's residential dwelling; or (c) will display any language or other content that is not typically displayed by such rainwater harvesting system or rain barrel as it is manufactured.

3. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if there is not a reasonably sufficient area on the property owner's property in which to install a proposed rainwater harvesting system or rain barrel.

4. The Association will not unreasonably prohibit the economic installation of rainwater harvesting systems or rain barrels.

III. FLAG DISPLAY & FLAGPOLE INSTALLATION POLICY

A. DEFINITIONS

1. Flag. As used in this policy, “flag” means a piece of fabric with a distinctive design used as a symbol or decoration. The only flags considered by this policy include: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and an official or replica flag of any branch of the United States armed forces.
2. Flagpole. As used in this policy, “flagpole” means a staff, rod, shaft, post, stake or pole attached to a dwelling or freestanding on which a flag is raised.
3. Association. As used in this Policy, “association” means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.
4. Halyard. As used in this Policy, “halyard” means a rope, cable or chain used to raise and lower a flag.

B. GENERAL PROVISIONS

1. Any and all installations of flagpoles require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of flagpoles to the Association for approval; or (b) supervising the installation or construction to confirm compliance of an approved application with any governmental codes; zoning ordinances; building setback requirements; or local, state, and federal laws.
2. An application form for the installation of a flagpole may be obtained by a property owner from the Association. In addition to the flagpole application form, the property owner must provide the following information to the Association for review: (a) dimensions of the flagpole; (b) material type and finish of the flagpole; (c) number of flags to be displayed; (d) size of flag(s) to be displayed; (e) intended location on the property; (f) method and type of attachment (freestanding or attached to dwelling); (g) design of the flagpole, and (h) a complete description of any illumination scheme, system or design associated with or related to the flag and flagpole display.
3. The flag of the United States of America must displayed in accordance with 4 U.S.C Sections 5 – 10.

4. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

5. A displayed flag and the flagpole on which such flag is displayed must be maintained in good condition as determined by the Association in its sole discretion. Any deteriorated flag or structurally unsafe or unsightly flagpole as determined by the Association in its sole discretion must be repaired, replaced or removed.

6. Flagpoles must be installed in strict compliance with the approved flagpole application. Liability for such compliance is the exclusive responsibility of the property owner. Compliance failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

7. Flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling as determined by the Association in its sole discretion.

8. Any external halyard of a flagpole must be secured in a manner most likely to abate noise.

C. APPROVAL PROVISIONS

1. An application for the installation of more than one freestanding flagpole will not be approved.

2. An application for the installation of more than one flagpole attached to the same residential dwelling will not be approved.

3. An application for the installation of more than two flagpoles on any one property will not be approved.

4. An application for a flagpole attached to a dwelling that is to be more than four feet (4') in length will not be approved.

5. An application for a freestanding flagpole that is to be more than twenty feet (20') in height will not be approved.

6. An application for the installation of a flagpole by an individual property owner on property owned or maintained by the Association or owned in common by the members of the Association will not be approved. This provision does not prohibit the Association from making a decision to install a flagpole and display flags on property owned or maintained by the Association or owned in common by the members of the Association.

IV. ASSESSMENT AND OTHER FEE COLLECTION POLICY

A. DEFINITIONS

1. Association. As used in this Policy, “association” means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

B. ALTERNATIVE PAYMENT SCHEDULE FOR CERTAIN ASSESSMENTS

1. The Association may in its sole discretion, offer alternative payment plans by which a property owner may make partial payments for delinquent regular assessments, special assessments or other amounts owed to the Association.

2. Alternative payment plans will be offered to property owners without the accrual of additional monetary penalties. Monetary penalties do not include reasonable costs associated with administering the alternative payment plan or interest.

3. The minimum term offered for an alternative payment plan to a property owner by the Association will be three (3) months.

4. The Association will not offer or allow an alternative payment plan that extends more than eighteen (18) months from the date of the property owner’s request for an alternative payment plan.

5. The Association will not be obligated to offer or allow an alternative payment plan to a property owner who failed to honor the terms of a previous alternative payment plan during the two years following the property owner’s default under the previous alternative payment plan.

6. The Association may refuse to accept partial payments from a property owner if such property owner attaches conditions, directions or terms to the partial payments regarding the application of such payment or that are otherwise contrary to the policies or business judgment of the Association.

C. APPLICATION OF PAYMENTS

1. After the Association notifies the property owner of a delinquency and the property owner’s liability for any amount due to the Association, any payment received by the

Association from such property owner will be applied in the following order by category, starting with the charge earliest accrued in each entitled category until such category is fully paid. The application of payments will follow this scheme regardless of payment amount; property owner instructions; property owner notations on payment checks; or other attempts by property owners to attach conditions, directions or terms to payments.

2. The application of payments scheme in strict order is as follows:

- a. delinquent assessments
- b. current assessments
- c. 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
- d. attorney's fees incurred by the Association that are not subject to (C.2.c.) of this policy.
- e. fines assessed by the Association
- f. other amounts owed to the Association

3. If the Association receives a payment from a property owner who is in default under an alternative payment plan entered into with the Association at the time of such payment, the Association will not be required to apply the payment in the order of priority described in (C.2.) of this policy. In applying such payment, a fine assessed by the Association will not be given priority over any other amount owed to the Association.

D. COLLECTION PROCEDURES

1. The Association may delegate some or all of the collection administration to an association management agent, an attorney or a collection agent. Such delegation will be at the sole discretion of the Association.

2. The Association will not hold a property owner liable for the fees of a collection agent retained by the Association unless the Association first provides written notice to the property owner as described in D6 below.

3. A property owner will not be liable for fees of a collection agent retained by the Association if (a) the obligation for payment by the Association to any collection agent of the Association for fees or costs associated with such collection action is in any way dependent or contingent on amounts recovered or (b) the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

4. The Association will not enter into any agreement with any collection agent that prohibits a property owner from contacting the Association or the Association's managing agent regarding the property owner's delinquency.

5. The Association will not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

6. The Association or its managing agent will send a delinquency notice to a property owner if payment in full of an assessment or other charge has not been received in full by the due date. Such delinquency notice will be sent certified mail, return receipt requested, and will specify each delinquent amount and the total amount of the payment required to make the account current; describe the options the owner has to avoid having the account turned over to a collection agent, including information regarding the availability of an alternative payment plan through the Association; and provide at least a thirty (30) day period for the owner to cure the delinquency before further collection action is taken.

7. A defaulting property owner may be liable to the Association for the cost of title reports, credit reports, certified mailings, long distance calls, filing fees, attorney's fees and other reasonable costs incurred in the collection of delinquent assessments or other charges in accordance with the other provisions of this policy.

8. The Association may obtain a title report to determine the names of the property owners and the identity of other lien-holders, including the mortgage company.

9. The Association may report a defaulting property owner to one or more credit reporting services. If the Association receives payment in full of a delinquency after reporting the defaulting property owner to a credit reporting service, the Association will report receipt of such payment to any credit reporting agency to which the Association reported the default.

10. The Association may notify any mortgage lender holding a valid lien on the subject property of the default status of the property owner of the subject property, the filing of an assessment lien against the subject property, and the liability associated with such default.

11. The Association or its managing agent will refer delinquent property owner accounts that remain delinquent for a period of ninety (90) days to the Association's attorney or collection agency for collection. If the property owner's account is referred to the Association's attorney, the defaulting property owner will be liable to the Association for related legal fees and expenses.

12. The Association's attorney may cause a notice of the Association's assessment lien against the property owner's property to be publicly recorded. If such an assessment lien is publicly recorded, then a copy of the notice will be sent to the defaulting property owner. If the Association receives full payment of a delinquency after the recording of a notice of lien or

related document, the Association will cause a release of lien to be publicly recorded, and a copy of such release will be sent the property owner. The Association may require the property owner to pay the cost of preparing and recording the release in advance.

E. PAYMENTS

1. Property owners will be liable for the timely and full payment of regular and special assessments. Any assessment that is not fully paid by the due date is delinquent and remains delinquent until paid in full. Collection costs, interest and late fees may apply to delinquent payments. Collection costs may include, but are not limited to; title reports, credit reports, certified mail, long distance calls, court costs, filing fees, recording fees, attorney's fees, and other reasonable costs related to collections.
2. If the Association does not receive full payment of any assessment by the due date, then the Association may charge a late fee of fifty dollars (\$50.00) per month and interest at the highest rate allowed by applicable laws then in effect on the assessment amount past due for such time that the assessment amount is past due. If no usury law is applicable, the interest rate charged on past due amounts will be one and one-half percent (1.5%) per month.
3. The Association may charge a property owner a twenty-five dollar (\$25.00) fee for any check received from such property owner for the payment of any assessment or related charge that is returned for insufficient funds or otherwise does not serve as valid payment.
4. Any reasonable adjustments to a property owner's account by the Association will not serve as a waiver of any policies of the Association regarding assessments or the collection of such assessments.

F. FINES

1. The Association will use fines to discourage violations of the covenants, conditions or restrictions of the Association by property owners. The Association's use of fines will not interfere with or waive the Association's other rights or remedies for the same or similar violations of the covenants, conditions or restrictions of the Association by a property owner.
2. A property owner is liable for fines charged by the Association for violations of the covenants, conditions or restrictions of the Association by the property owner or by the property owner's relatives, guests, employees, or other agents of the property owner. All Association communications regarding violations and fines will be directed to the property owner.
3. The Association will establish the amount of fines on a situational basis based on the nature, frequency, effects or some other aspect of the violation. Such fines will be reasonable as compared to the violation.

4. Prior to charging a fine, the Association will send the property owner a written notice of violation and provide such property owner a right to a violation hearing. The written notice of violation will include: (a) the date of the violation notice; (b) a description of the violation; (c) the date(s) of the violation; (d) reference to the Association rule or provision violated; (e) a description of the action required to cure the violation; (f) the amount of the fine; (g) a description of the procedure for a property owner to request a violation hearing; and (h) the date the fine attaches or begins accruing.

5. A property owner may request a violation hearing to contest a fine by sending such request in writing to the Association. A request for hearing violation must be submitted to the Association or the Association's agent within thirty (30) days of property owner's receipt of a written notice of violation from the Association. The Association will give the property owner reasonable notice of the date of the violation hearing within thirty (30) days of Association's receipt of property owner's written request for such violation hearing. Violation hearings will be held in a closed or executive session of the Board of Directors. The property owner may attend the violation hearing in person or may be represented by an agent, or may submit written communication.

6. The Association will not charge or collect fines from a property owner without providing a written notice of violation and a notice of the right to a violation hearing to such property owner. The Association will not charge interest or late fees for unpaid fines. The Association will not commence foreclosure actions against a property owner solely based on nonpayment of fines.

G. FORECLOSURE

1. Prior to giving notice of foreclosure sale or commencing a judicial foreclosure action, the Association will provide to any holder of a lien of record whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust written notice of the total amount of a property owner's assessment delinquency and (a) (b) an opportunity to cure such assessment delinquency before the 61st day after the date the recipient holder of a lien receives such notice of delinquency

2. Prior to giving notice of foreclosure sale or commencing a judicial foreclosure action, the Association will obtain a court order by application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

3. The Association at its discretion may elect not to utilize expedited judicial foreclosure, if the property owner who is subject to such foreclosure agrees in writing to waive his or her right to expedited judicial foreclosure. Such a waiver will not be required by the Association as a condition of the transfer of title to real property.

V. ASSOCIATION GOVERNING DOCUMENTS RECORDATION AND WEBSITE POSTING POLICY

A. DEFINITIONS

1. Dedictory Instrument. As used in this Policy, “dedictory instrument” means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium, townhouse regime, or any similar planned development. Dedictory instruments include restrictive covenants; bylaws; other instruments governing the administration and operation of a property owners association; properly adopted rules and regulations of a property owners association; and lawful amendments to the covenants, bylaws, and other instruments governing the administration and operation of a property owners association. Dedictory instruments will be referred to as “governing documents” in this policy.

B. GENERAL PROVISIONS

1. The Association will file all of the Association’s governing documents in the real property records of each county in which the property to which the documents relate is located. Any dedictory instrument comprising one of the Association’s governing documents will have no effect until the instrument is filed in accordance with this provision.

2. The Association will make all of the Association’s governing documents relating to this subdivision and Association that have been filed of record available for viewing on any publicly accessible website maintained by the Association or by the Association’s management agent for the benefit of the Association.

VI. DISPLAY OF RELIGIOUS ITEMS POLICY

A. A property owner is permitted to display or affix to the entry of the property owner’s dwelling one or more religious items that is reflective of the property owner’s sincere religious beliefs.

B. The Association does not require prior approval by a property owner for the property owner to display or affix to the entry of the property owner’s dwelling one or more religious items that is reflective of the property owner’s sincere religious beliefs.

C. Religious items displayed or affixed to the entry of the property owner’s dwelling cannot be greater than a total of twenty-five (25) square inches, regardless if the religious item is a single display or a combination of multiple displays. The property owner’s entry for purposes of this policy consists of the property owner’s entry door and door frame.

D. Religious items that threaten public safety; violate a law; or contain language, graphics, or display any depiction that is patently offensive to a passerby cannot be displayed by a property owner.

E. Religious items may only be displayed or affixed to the property owner's entry as defined by this policy.

F. This policy does not authorize a property owner to use a particular material or color for an entry or make any alteration to the property owner's entry that is not otherwise permitted by the Association's governing documents.

G. The Association may remove any religious item that is in violation of the provisions of this policy.

VII. CONDUCT OF ASSOCIATION BOARD MEETINGS POLICY

A. DEFINITIONS

1. **Board Meeting.** As used in this Policy, "board meeting" means a deliberation among a quorum of the Association's board of directors or between a quorum of the Association's board of directors and another person, during which Association business is considered and at which the Association's board of directors take formal action. A board meeting does not include the gathering of a quorum of the Association's board of directors at a social function unrelated to Association business or the attendance by a quorum of the Association's board of directors at a local, regional, state, or national convention; ceremonial event; or press conference, if formal action regarding Association business is not taken and any discussion of Association business is merely incidental to such social function, convention, ceremonial event, or press conference.

2. **Development Period.** As used in this Policy, "development period" means any period stated in the declaration during which a declarant reserves: (a) a right to facilitate the development, construction, and marketing of the subdivision; or (b) a right to direct the size, shape, and composition of the subdivision.

B. GENERAL PROVISIONS

1. All regular and special board meetings will be open to the property owners of the Association. The board will have the right to adjourn a meeting and reconvene in a closed executive session to consider matters involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual property owners, or matters that the affected parties have requested to remain confidential with the agreement of the board of directors.

2. Following a closed executive board session, any decisions made by the board will be summarized orally and placed into the minutes. A closed executive board session summary should not breach the privacy of individual property owners, violate any privilege, or disclose

confidential information. The summary will include a general explanation of any expenditures approved in the closed executive session.

3. Unless the board meeting is conducted by electronic or telephonic means, board meetings will be held in the county in which all or a part of the property in the subdivision is located or in an adjacent county at the discretion of the board of directors..

4. The board of directors will keep written minutes of each regular and special meeting and make such minutes available to all Association members in accordance with the Association's records inspection, copying and retention policy.

5. Property owner members will be given notice of the date, time, place, and the general subject(s) of regular and special board meetings and closed executive sessions. Notices of board meetings will be provided in one of the following ways: (a) mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the board meeting; or (b) provided at least seventy-two (72) hours before the start of the board meeting, by posting the notice of the board meeting in a conspicuous manner, reasonably designed to provide notice to Association members, in a place located on the Association's common area property or on any website maintained by or on behalf of the Association and sending the notice by email to each Association member who has an email address registered with the Association.

6. Any board meeting conducted without prior notice to the Association members is authorized for the purpose of taking action on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken in such instances will require the unanimous written consent of attending board members pursuant to other policies of the Association. Any action taken without prior notice to the Association members, including any approved actual or estimated expenditures, must be summarized orally at, and documented in the minutes of, the next regular or special board meeting. In the instance of a board meeting conducted without prior notice to the Association members, the board members will not consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions (excluding temporary restraining orders or violations involving irreparable harm to the Association or Association members, including but not limited to issues of health and safety); increases in assessments; appeals from a denial of architectural control approval; or suspension of a right of an individual property owner before such property owner has an opportunity to attend a board meeting to present the property owner's position.

7. The provisions of this policy do not apply to meetings of the board of directors during a development period. **VII. ANNUAL MEETING, ELECTIONS AND VOTING POLICY**

A. DEFINITIONS

1. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this

residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

2. Electronic Ballot. As used in this policy, “electronic ballot” means a ballot given by email, facsimile, or posting on an internet website for which the identity of the property owner submitting the ballot can be confirmed and for which the property owner may receive a receipt of the electronic transmission and receipt of the property owner’s ballot.

B. GENERAL PROVISIONS

1. Each calendar year, the Association will call an annual meeting of the property owner members of the Association.

2. The Association will give property owners written notice of an Association general election or vote at least ten (10) days before it occurs and not earlier than sixty (60) days before the date of election or vote. Each property owner member will be entitled to vote.

3. Association ballots will be in writing and signed by the property owner member in order to be valid. An electronic ballot constitutes a written and signed ballot for purposes of this policy. If an electronic ballot is posted on an internet website, a notice of the posting will be sent to each owner, and such posting will contain instructions on obtaining access to the posting on the website.

4. Any provision in the Association’s governing documents that would disqualify an owner from voting in an Association election is void, including but not limited to disqualification for past due assessments.

5. The voting rights of a property owner may be given (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot.

6. Absentee and electronic ballots may be counted as a present property owner and voting for the purpose of establishing a quorum only for items appearing on the ballot. Properly delivered absentee and electronic ballots may not be counted if the property owner actually attends a meeting to vote in person, so that any vote cast at a meeting by such property owner replaces any previously submitted absentee or electronic vote cast for the subject proposal. Absentee and electronic ballots may not be counted on the final vote of a proposal if the motion was amended in any way at the meeting so that it differed from the language on the absentee or electronic ballot.

7. Any solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed item and instructions for delivery of the completed absentee ballot, including the delivery location. Additionally, any solicitation for votes by absentee ballot must include the following language: “By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on

any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote by you will prevail.”

8. A person who is a candidate in an Association election or who is the subject of an Association vote or a person related to such person within the third degree of consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election, except as part of any recount process.

9. Not later than the fifteenth (15th) day after the date of the meeting at which the election was held, a person who was a candidate in an Association election or who was the subject of an Association vote, can require a recount of the votes. A demand for recount must be submitted in writing by certified mail, return receipt requested; or by delivery by the U.S. Postal Service with signature confirmation service to the Association’s mailing address as reflected on the latest management certificate; or in person to the Association’s managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are to be delivered as reflected in the solicitation for votes by an absentee ballot. The property owner requesting the recount will bear the costs associated with the recount and pay such costs in advance, including but not limited to the cost to hire a qualified non-member of the Association as discussed in paragraph B section 10 of this policy; unless the recount changes the result of the election or vote. If the recount changes the result of the election or vote, the requesting property owner will be reimbursed for any amounts paid in association with the recount.

10. In the instance of a recount, the Association will enter onto a contract for the services of a person who is not a member of the Association or related to a member of the Association within the third degree of consanguinity or affinity and is either a former county judge, county elections administrator, justice of the peace, or county voter registrar.

11. Any action by the Association in the period between the initial election vote tabulation and the completion of any recount is not affected by the outcome of such recount.

12. The provisions of this policy do not apply to meetings of the Association during a development period.

VIII. RECORDS INSPECTION, COPYING AND RETENTION POLICY

A. DEFINITIONS

1. Association. As used in this Policy, “association” means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this

association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

B. GENERAL PROVISIONS

1. The Association will maintain its books and records, including financial records, in writing or in another format capable of conversion into written form.

2. A property owner, a property owner's attorney, or a property owner's certified public accountant may submit a written request to access the Association's records via certified mail to the Association's mailing address or to the address of the authorized agent listed in the Association's current management certificate. The written request must contain sufficient detail in describing the records requested. The request must also identify if the property owner wants to inspect the records requested or instead wants a copy of the requested records. Upon the receipt of a written request for records, the Association will estimate the cost to respond to each request. The schedule of costs reflected at the time of the written request in the Texas Administrative Code Section 70.3 will serve as the maximum amount charged by the Association for the production of books and records. Prior to providing any requested books and records, the Association will require the requesting property owner to pay the Association for such estimated costs associated with the request, not to exceed the schedule of costs reflected in the Texas Administrative Code Section 70.3. If actual costs exceed the estimated costs, the property owner will receive a final invoice, and such property owner must remit the difference within thirty (30) business days from the date of receiving the final invoice. If the additional amount due from a request is not paid by a requesting property owner within thirty (30) business days from receiving such final invoice, then the amount due will be added to the property owner's account with the Association as an assessment. If the estimated costs exceed the actual costs for a request, the Association will refund the excess amount paid by the property owner within thirty (30) business days after final invoice has been received by the property owner.

3. Within ten (10) business days from the receipt of the written request to access the Association's records, the Association will either (a) provide copies of the requested records to the property owner; (b) provide available inspection dates that are within the ten (10) business day period; or (c) provide written notice that the Association cannot produce the requested records within ten (10) business days, informing the requesting property owner of the reason the Association is unable to produce the requested information and providing a date not more than thirty (30) business days from the date of such notice at which time the books and records can be produced for inspection or copies can be sent to the requesting property owner.

4. If an inspection of books or records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours.

5. The Association shall keep the following records for a minimum of the time periods indicated. "Permanently retained" refers to records and documents that are never to be

purposely destroyed. Except for contracts with a term of more than one (1) year, the retention period starts on the last day of the calendar year in which the record was created and ends on the last day of the calendar year of the specified retention period. Reasonable care to ensure protection of private information will be utilized when records are destroyed.

- (a) The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any property owner member of the Association. [RETAINED PERMANENTLY]
- (b) Contracts with a term of more than one (1) year between the Association and a third party shall be retained for a period of four years. The four (4) year retention term is to start upon the expiration of the contract. [RETAINED FOR A MINIMUM OF FOUR (4) YEARS AFTER THE EXPIRATION OF THE CONTRACT]
- (c) Account records of each property owner. Account records include all accounting records of the property owner's account and any other records associated with a property owner's account that was produced by the Association in the ordinary course of business. [RETAINED FOR A MINIMUM OF FIVE (5) YEARS]
- (d) Minutes of all Association meetings. Financial books and records produced in the ordinary course of business, tax returns and financial audits of the Association. [RETAINED FOR A MINIMUM OF SEVEN (7) YEARS]

6. An attorney's files and records, excluding invoices, are not records of the Association, subject to inspection, or subject to production in a legal proceeding.

7. Except in the instance of an express written approval of the property owner whose records are the subject of a request for inspection provided to the Association; or a court order for the release of the books and records or orders that the books and records be made available for inspection, the Association will not be required, other than as reflected in meeting minutes, to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual property owner of the Association; a property owner's personal financial information, including records of payment or nonpayment of amounts due the Association; a property owner's contact information, other than the property owner's address; or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.

ATTACHMENT 3

**DESIGN GUIDELINES, ARCHITECTURAL POLICIES, AND REQUIRED ARCHITECTURAL
FORMS**

To Angel Bay / La Isla Community

Our Covenants and Declarations here in Angel Bay / La Isla, grant the ACC review oversight through your building decisions and construction. The original developer clearly intended for Angel Bay / La Isla to be a community of well constructed homes which blend with the beautiful land we own. Therefore all facets of any external building project, including additions to existing homes, must be approved by the ACC. This begins with any clearing that may be necessary prior to building, and follows through the site plans, preliminary design reviews, and final building plans. Construction rules are explicit and professional inspectors will monitor your project from start to finish.

These steps are not meant to be an impediment to your desired project, but to insure that every individually designed home built in Angel Bay / La Isla, complements the community, and keeps the construction disturbance to a minimum. Our inspection process reviews every facet of the building from the foundation up to ensure that your home is of the high standard that you planned.

These guidelines and restrictions are your responsibility to follow and to share with your desired home designers and builders. Failure to follow the steps could result in costly delays and reconfigurations, and in the case of unauthorized clearing, the expensive replacement of trees.

We are here to help you and at the same time protect the value of the existing home sites. By all of us working together Angel Bay / La Isla will remain one of the premier communities in the area.

Joanne Cavallaro, President Angel Bay / La Isla ACC

ANGEL BAY / LA ISLA

ARCHITECTURAL GUIDELINES

January 2010

ARCHITECTUAL CONTROL COMMITTEE

The Guidelines, all amendments, and modifications are binding and enforceable upon all persons who construct, refinish or alter any part of the exterior surface, contour, or drainage.

IT IS THE RESPONSIBILITY OF THE OWNER TO GIVE THE Registered Architect or Certified Professional Building Designer, Builder, and Landscape Designer A COPY OF THESE GUIDELINES SIGNED AND DATED BY THE OWNER. Builder's lack of knowledge of these guidelines may result in costly delays and violations of Angel Bay / La Isla Rules and Regulations.

**ACC Committee
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1.0 INTRODUCTION

1.1 Intent of Architectural Guidelines

- A. Angel Bay / La Isla has been planned as a community of CUSTOM DESIGN HOMES to enhance the extraordinary lakeshore site in the Texas Hill Country.
- B. The intent therefore is to provide a high level of design and building standards for what will be built.
- C. The Guidelines, all amendments, and modifications are binding and enforceable upon all persons who construct, refinish or alter any part of the exterior surface, contour, drainage, or landscaping.
- D. These Architectural Guidelines will be enforced by the Architectural Control Committee (ACC) and the Property owners Association (POA) as provided herein and in the Declaration of Covenants and Deed Restrictions.

1.2 Objectives of the ACC

- A. Protect the real estate values for each property owner.
- B. Insure that what is added to the community is a compliment to the natural site and the existing home sites.
- C. Identify problems and assist the owner in a continued effort to create a harmonious streetscape, a place where the land between the homes is respected as a shared component of a greater landscape.

1.3 ACC

- A. Appointed by the POA Board of Directors.
- B. Has sole and absolute discretion of the acceptance or rejection of the building projects and improvements planned for Angel Bay / La Isla mandated by the Declaration of Covenants recorded by the developer of Angel Bay / La Isla .
- C. Approves or disapproves the Registered Architect or Certified Professional Building Designer Builder, Landscaper and Engineer engaged by the owner to prepare plans for each home.
- D. Consists of three members.
- E. Terms are unlimited in length.
- F. Two members constitute a quorum.
- G. Determines what is appropriate or inappropriate.
- H. Has the right to amend and modify these Guidelines at any time at its sole discretion.

Neither the ACC nor the POA shall be liable in damages to anyone submitting plans or other materials to them for approval or to any owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plan or materials. Every owner or other person who submits plans to the ACC for approval agrees, by submission of such plans or other materials, that he/she will not (and waives any right to) bring any action or suit against the ACC or the Property owners Association for any purpose.

2.0 Fees

2.1 ACC Design Review Fee (Table 1)

- A. For new home plan review.
- B. \$1,200.00 fee collected from the property owner at the time of the PRELIMINARY DESIGN REVIEW.
- C. Used for outside consultations, plan reviews, ACC inspections, site meetings, administrative costs, and equipment/ supplies needed by the ACC.
- D. Non-refundable.
- E. Covers 2 plan submissions.
- F. Resubmission fee of \$100 required for each submission after the first two.

A smaller fee may be required for remodels or additions depending on the size of the project. All remodels that change the outer design of the home or alter the drainage pattern must have prior approval of the ACC.

2.2 ACC Compliance Deposit (Table 2)

- A. Five Thousand dollars (\$5,000) for the compliance deposit.
- B. Submitted prior to receiving CONSTRUCTION START PERMIT.
- C. Retained by the ACC throughout the construction process.
- D. Deductions from the Deposit
 - 1. Violations to the guidelines or to the Declaration of Covenants.
 - 2. Unrepaired damage to Angel Bay / La Isla during construction, which is not corrected by the builder.
- E. Any damages in the above items that exceed the Compliance Deposit will be paid to the ACC prior to the issuance of the Certificate of Occupancy.
- F. The deposit, notwithstanding any deductions, will be returned to the Owner within 30 days of granting the permanent CERTIFICATE OF OCCUPANCY.
- G. No interest will be paid on this deposit.
- H. **Failure to obtain a Certificate of Occupancy prior to occupancy of the residence will give cause to an automatic forfeiture of the property owner's Compliance Deposit. In addition, in such circumstance, the ACC may pursue legal remedy for correcting such violation against Angel Bay / La Isla's Declaration of Covenants, Conditions, and Restrictions.**

2.3 McComis Inspections

- A. \$1,000.00 inspection fee due before plan approval. Inspection schedule provided to builder.

2.4 Road Fee

- A. \$1,000.00 road fee (non-refundable).

2.5 Water Connection Fee / La Isla only

Contact La Isla's Water Board for fees and hook up info.

Ken Watts, President La Isla Service Corp. (non-profit)

Phone: (512) 264-7002

2.6 Clearing Permit (Table 3)

- A. AT NO TIME IS LOT CLEARING PERMITTED WITHOUT ACC APPROVAL AND THE ISSUANCE OF A CLEARING PERMIT.
- B. With ACC approval, owner may clear some immature scrub cedar away from oaks prior to approval of the Preliminary Site Plan however a vast clearing of a lot, prior to a landscape plan in place, destroys the natural buffer between lots/homes.
- C. The POA can levy fines, obtain court injunctions, and require cut trees to be replaced.
- D. If clearing of the building zone is required to create a construction plan prior to receiving the CONSTRUCTION START PERMIT, a \$2500 portion of the Compliance Deposit must be received by the ACC which will then issue a CLEARING PERMIT (Table 3) good for ninety days.
- E. The remainder of the COMPLIANCE DEPOSIT is due before obtaining the CONSTRUCTION START PERMIT.

3.0 Codes and Inspections

3.1 Additional Jurisdictional Codes (Table 4)

- A. In addition to the ACC guidelines, other jurisdictional governances have guidelines, codes, regulations and other laws applicable to Angel Bay / La Isla development.
 - B. These are sometimes amended so it is important to obtain updated versions.
 - C. **The property owner is solely responsible for discovery and adherence to any applicable law.**
-
- 1. Covenant restrictions: Angel Bay / La Isla
 - 2. Lower Colorado River Authority.
 - 3. Non Point Source Pollution
 - 4. Construction Standards for on site sewage facilities
 - 5. Boat Dock Development Standards
 - 6. Travis County Development Permit
 - 7. La Isla Water Board- Ken Watts, President La Isla Service Corp (non profit) Phone: (512) 264-7002
 - 8. Pedernales Electric Coop Easement Regulations
 - 9. Travis County Driveway and Culvert Regulation

3.2 Building Code Inspections (Table 5)

- A. Angel Bay / La Isla is outside the jurisdiction of the city of Austin's building inspections.
- B. In an effort to insure the highest quality of building standards, the ACC requires a professional inspection service by a licensed architect and McComis Inspection Company:
 - 1. To review final plans.
 - 2. To perform building code inspections for each scheduled step of the building process.
- C. Architectural and building inspection reviews of final plans are covered by a \$1,200.00 Design Fee (up to 2 submissions).
- D. Inspections listed on table 5 are covered by a \$1,000.00 inspection fee and are provided by McComis Inspections.
- E. If builder has not corrected previous building inspection failures, the ACC may mandate additional inspections at the owner's expense.
- F. All changes to the Final Design plan must be approved by the ACC.

The ACC's engagement with the inspection service is arranged solely for the purpose of endorsing a consistent inspection program. This process also assures the owner that his/her home is of the highest construction standard. The ACC feels strongly that this process enhances the ultimate property values here in Angel Bay / La Isla.

The ACC does not select any building codes for inspections, nor does it represent any authority over passed or failed inspections performed by the inspection service.

It is the responsibility of the Registered Architect or Certified Professional Building Designer, Builder, or Engineer to comply with the current codes at the time of the project.

4.0 THE REVIEW PROCESS

Owner must contact ACC before hiring a Registered Architect or Certified Professional Building Designer, Builder, or Engineer. This is to protect the property owner from using a contractor or builder who has in the past failed to meet Angel Bay / La Isla standards or proven to be disreputable.

- A. The steps below are required to be followed in the process of obtaining a CONSTRUCTION PERMIT.
- B. No deviation is allowed unless approved by the ACC in writing.
- C. AT NO TIME IS LOT CLEARING PERMITTED WITHOUT ACC APPROVAL AND THE ISSUANCE OF A CLEARING PERMIT.
- D. The POA can levy fines, obtain court injunctions, and require cut trees to be replaced at the owner's expense.
- E.
 - 1. Choosing Registered Architect or Certified Professional Building Designer, Builders, Landscapers, and Engineers.
 - 2. Preliminary Site Plan review.
 - 3. Preliminary Design review.
 - 4. Final Design review.
 - 5. Independent inspection of plans.

4.1 Choosing a Registered Architect or Certified Professional Building Designer, Builder, and Engineer

- A. Angel Bay / La Isla is a community of CUSTOM DESIGN HOMES.
- B. Since the ACC has the duty to approve or disapprove Registered Architect or Certified Professional Building Designer, Landscaper and Engineer engaged by the owner to prepare plans for each home, owner needs to review his considerations for these with the ACC
- C. The design of each home should consider the unique features of each site.
- D. The owner/builder must demonstrate how the home is uniquely designed specifically for the respective lot.
- E. Framing and slab plans must be approved by a certified professional engineer.

4.2 Preliminary Site Plan Review (Table 7-8)

The investment in a thorough site plan may be the most important effort in the house design process.

- A. This review will bring into focus the comprehensive planning issues prior to commencing preliminary design.
- B. Registered Architect or Certified Professional Building Designer needs to coordinate the site plan with landscape issues and site limitations and possibilities.
- C. Owner should pursue Travis County Development Permit and street address assignment.
- D. The Preliminary Site Plan Review (Table 7) must be complete and accompany the sketch.
- E. Separate from this submittal, owner should pursue Travis County Development Permit and street address assignment

4.3 Preliminary Design Review (Table 10)

At this meeting the ACC needs to see the following:

- A. Concept floor plans.
- B. The design, materials and colors of the home.
- C. Various elevations and how the buildings blend with the landscape.
- D. Landscape Scale 1"=10' Architectural Floor Plans 1/4"= 1'
- E. Four sets of plans are to be submitted and one electronic copy.
- F. The Preliminary Design Plan Review (Table 7) must be complete and accompany 2 sets of plans for ACC Review.
- G. Design Review Fee (Table 1) is due.

4.4 Final Design Review (Table 11)

- A. All notes from previous reviews are satisfied.
- B. Thirty day review process of the final construction documents and specifications begins when plans are delivered to McComis and Review Architect.
- C. Registered Architect or Certified Professional Building Designer should notify ACC contact person that plans have been delivered.
- D. Four sets of plans are required along with a full size PDF version of the plans. Registered Architect or Certified Professional Building Designer will deliver
 - a. 2 sets to McComis Inspections. Builder will return 1 set of stamped approved plans to ACC contact person.
 - b. 1 set to Review Architect. His notes will be delivered to owner.
- E. At this point, review Items for Construction Start Permit (Table 16)

- F. ALL PLANS REVIEWED AND APPROVED ARE VALID FOR 1 YEAR.
If construction does not begin in 1 year, then plans will need to be resubmitted. Resubmittal fees would be determined by the ACC.

4.5 Application for Construction Start Permit (Table 16)

If a Clearing Permit (Table 3) has not been obtained prior to the approval of the final construction documents, it needs to be obtained in addition to the Start Permit.

4.6 ACC Inspections

- A. The ACC may at any time enter your property until a permanent Certificate of Occupancy is granted to inspect the project site during the construction process.
- B. Purpose is to determine compliance with these guidelines and the rules and regulations of Angel Bay / La Isla which the builder and owner agreed to comply with. (Tables 13-15).
- C. Failure to abide by the rules and regulations will result in a one time warning followed by a \$100 fine per day of the violation to the builder and potential losses from Compliance Deposit.
- D. Most common violations
 - 1. Radios on the construction site heard from other properties.
 - 2. Trash and litter not cleaned on a timely basis.
 - 3. Outdoor work on Sundays and Holidays (exceptions made for roofing before threatened rain).
 - 4. Workers use of the property owners community facilities, including but not limited to, the park, boat dock, boat ramp and restrooms.
 - 5. Damage to Angel Bay / La Isla common property. (Tables 13 - 15).

4.7 Phased Plans

In the event a property owner wishes to commence construction on a minor portion (anything other than the main house structure), it can be accomplished provided that the following occurs:

- A. All plans for home, patio, pool, and landscape improvements are completed *in their entirety* and the ACC design review process has been followed and final plans have been approved.
- B. The owner, upon application for Clearing Permit must define a schedule for minor improvements leading up to a construction of the main house.
- C. It is expected that the common demand for minor portions of construction prior to main house construction is for the purpose of installing rear yard improvements prior to constructing main house or for minor use of property prior to major construction. For example, a

rear patio and boat dock may provide some recreational enjoyment prior to home construction. All requests for minor portions of construction will be reviewed on a case by case basis. The ACC reserves the right to not allow portional improvements. The ACC will review a logical plan that includes the practicality and commitment that the owner suggests for appearance, maintenance, and safety.

Swimming pool construction prior to completion of living quarters ready for occupancy are prohibited.

- D. Partial Construction of Living Quarters. Permission to construct a portion of livable space is not recommended but possible on a case by case review basis. The above stated procedures must be followed as well as a logical proposal for secondary living space *that does not conflict* with the subsequent construction of the main house structure. An example that may be approved is living quarters above a detached garage constructed prior to main house. Application for Partial Construction of Living Quarters (Table 16) includes:

1. The front appearance of the partial improvement showing outline of eventual completed improvement.
2. The final driveway, parking, and front landscape plan showing proposed phased improvement and outline of eventual completed improvement.
3. Provision for two (2) enclosed parking spaces as required in Guidelines.
4. A confirmation that construction of the main house may follow with *no* adverse effect of the plan. Upon acceptable completion of inspections and inspection service has been paid in full, ACC will issue a temporary Certificate of Occupancy (Table 17) or a final CO (Table 18)
5. In any case, all planned construction shall be completed within 24 months of construction start.

E. **Portional improvements not allowed:**

1. Swimming pools.
2. Any improvement which requires eventual demolition of partial improvement in order to construct completed improvements.
3. Any improvement that proposes temporary drives or parking not found on final plans.

4.8 Changes

- A. Any changes to existing improvements, reconstruction of improvements, or changes to exterior ground improvements will require the submission of plans and specifications for review and approval of the ACC before any work is commenced.
- B. Changes include, but are not limited to: exterior walls, rooms, decks, fences, pools, spas, balconies, gazebos, driveways, tennis/sport courts, etc.

4.9 Project Completion

- A. CERTIFICATE OF OCCUPANCY (Table 18) will be issued by ACC.
 - 1. When project is completed.
 - 2. After all inspections have been passed.
 - 3. The inspection service has been paid in full for all services.
- B. **Failure to obtain a Certificate of Occupancy prior to occupancy will result in the automatic forfeiture of the Property Owner's Compliance Deposit.**
- C. In some instances a TEMPORARY CERTIFICATE OF OCCUPANCY (Table 17) may be obtained when the residual work does not involve the safety of the occupant. This must be granted prior to moving into a home. This will be valid for 120 days at which time all other issues must have been resolved.
- D. Upon issuance of the final CO, the ACC will initiate the return of the compliance deposit, either by mail or in person within 30 days.

5.0 Site Planning Guidelines

5.1 Introduction

The ACC emphasizes early coordination of site plan elements as the primary link between individual properties and the community.

For the **Preliminary Site Plan Review** submission to the ACC, the requirements include coordination between the Registered Architect or Certified Professional Building Designer and landscape designer at a scale where all elements of the site plan may be comprehensively addressed (Section 4.3). This sketch concept allows an overview of the site on a single page drawing and enhances evaluation of all design considerations including any issues between adjacent lots.

The Registered Architect or Certified Professional Building Designer is also asked to stay at relatively small scale (1/8" = 1' - 0") for **Preliminary Design Review** (Table 10) in order to assure thorough consideration of site plan elements prior to commencing 1/4" scale preliminary architecture.

5.2 Building Zone, Landscape Zones, Setbacks, Easements

It is mandatory that lot owner, architect and builder research and comply with all setbacks for their lot.

- A. Building Zone Setbacks for Angel Bay
 - 1. For Lots 4 and 5 in Block A, the front setback lines are one hundred (100) feet, and the rear and side setback lines are fifty (50) feet
 - 2. For Lots 3, 10 and 11 in Block B, the front setback lines are one hundred (100) feet, the rear setback lines are thirty (30) feet and the side setback lines are fifty (50) feet
 - 3. The setback from the common boundary lines of Lots 8 and 9 in Block A, Lots 9 and 10 in Block A, Lots 19 and 20 in Block B, and Lots

17 and 18 in Block B, is one hundred (100) feet

4. For all other Lots, the front setback lines are one hundred fifty (150) feet, and the rear and side setback lines are fifty (50) feet

5. Many properties are distinguished by obvious building sites at the first rock ledge above Elev. 723'.

a. When this ledge is common to more than one lot, then both lots will respect a rear setback of 25' uphill from the ledge.

b. This is a building line set back; *patios*, however, may be built to the ledge.

6. La Isla will adhere to individual setbacks as listed in covenants

B. Landscape Zones

1. The front and rear areas of the lot not included in the building zone are called, Front Landscape Zone and Rear Landscape Zone.

2. These areas are addressed in the Landscape Guidelines section (6.5 A).

3. In general, no architectural structures are permitted in the Front or Rear Landscape Zone, without approval from the ACC, while some recreational structures may be allowed in the Rear Landscape Zone on a case by case basis (5.7).

4. No gate or fence closer than thirty (30) feet to the street. Any gate or structure must be approved by the ACC.

C. Easements

1. Drainage Easements

a. There are occasional drainage easements shown on the subdivision plat.

b. Each property owner is solely responsible for erosion control within such drainage easements that occur on the individual property.

c. The landscape designer should include designs for this drainage in the individual landscape theme.

d. No concrete low dissipaters are allowed.

e. Coordination between property owners is the responsibility of the property owners.

f. Slowing, retaining and dissipating water are three objectives in working with drainage easements.

g. Projected flow levels are available at the County Engineer's Office.

2. Utility Easements

a. Along all front and sidelines, Pedernales Electric Coop reserves a 10' utility easement for access, installation and repair.

b. See other Jurisdictional Codes (Table 4).

c. Cable TV and telephone typically occupy same space as electric.

5.3 Topographic, Tree, and Rock Ledge Survey

A. Building Zone

In general, the surveyor will provide more accurate information in the Building Zone:

1. Contours accurate to 1' interval
2. Comprehensive tree survey
3. Rock ledge topography to 1' vertical contour and 1' horizontal positioning

B. Front Landscape Zone

1. Contours on 2' intervals
2. Significant tree locations
- 3 Outstanding rock formations

C. Rear Landscape Zone

1. Survey work may be required by ACC if lot warrants.
2. Paths and patios may be field positioned between trees and rock formations.

5.4 Grading, Drainage, Water Retention

A. All improvements and landscaping shall be placed on the lot so that the existing topography is disturbed as little as possible.

B. All lots shall be finish graded to prevent ponding of water and surface drainage detrimental to adjacent properties.

C. Drainage shall generally be away from structures.

D. Newly graded areas shall be protected against erosion by appropriate retention fences or permanent erosion controls.

E. Lot owners and builders are required to minimize disruption from grading and, when possible, to use existing natural drainage paths

F. Location of topsoil stockpiles and excess material disposal areas are subject to ACC approval.

G. No excavations except as necessary for the construction of dwellings or improvements shall be permitted on any lot.

H. The final site plan shall be prepared to reflect the existing and proposed topographic contours. The plan should avoid any fill around tree roots.

I. In well defined swales as well as drainage easements (Section 5.2 C1) designs for water retention may be desired to slow water speed, prevent erosion and feed subsurface water table.

5.5 Driveways, Parking, Garages

A. Driveways

1. The first 30' of drive from concrete street ribbon may be concrete, stamped concrete, paved stone or brick.
2. All driveway/ribbon concrete may be exposed aggregate, colored, or stamped material -- 12' wide minimum, 16' wide maximum. Stamped or salt etched concrete should be acid washed.
3. Thirty feet from street, driveway may be blacktop with or without

concrete ribbons.

4. No granite gravel drives or parking spaces are allowed.
5. Exposed aggregate implies that the stone must be mixed with the concrete and not layered over the top of poured concrete.
6. Alignment of drives shall not parallel a property line at the minimum setback for lengths of greater than 30'.
7. The ideal drive pattern is curvilinear, descending or ascending around natural features.
8. Also, curved drive patterns allow landscaped front elevations rather than voids created by straight shot driveways.
9. Alignment of driveways shall respect a 10' offset from any property line to edge of pavement.
 - a. The intent of this restriction is to create minimum landscape buffers between homes large enough to save existing trees and/or large enough to develop significant landscape buffers between neighbors.
 - b. Without this restriction, and with the possibility of adjacent homes sharing the same property line for driveway alignment, wipeout zones could be created.
10. Driveways are not permitted in rear transition zone.
11. Driveway culverts (if needed) must comply with Travis County Guidelines.
12. All headwalls shall be mortared stone.

B. Parking

1. Two spaces for guest parking besides garage space must be included on site plan.
2. These spaces may be placed in the Front Landscape Zone but no closer than 50' from street right-of-way.
 - a. Landscape screening of spaces in Front Landscape Zone must be included on Landscape Plan.
3. Carport covers shall blend with the overall architectural theme.
4. Premanufactured carports are not allowed.

C. Garages

1. In general, garage doors must be 75°-90° perpendicular to street.
2. Each residence shall include at least two enclosed garage spaces for automobiles.

5.6 Fences, Landscape, Walls, Gates

A. Front Landscape Zone

Any fences, walls, or gates must be approved by the ACC.

B. Building Zone

1. Iron fences, stucco or stone walls permitted.
2. Wood fencing may be approved on case by case basis.
3. No chain link allowed.
4. Maximum height 72".
 - a. Except where rear setback is determined by 'common rock

ledge" (Section 5.2A), then maximum height of fence or wall between rear house corner and common rock ledge, is 60".

5. Alignment of fence or wall may follow property line in this zone only.
6. Driveway gates permitted with ACC approval.

C. Rear Landscape Zone

1. *Only* Iron fences are permitted on lakefront lots
2. Maximum height 48"
3. Alignment along property line not permitted.

D. The materials and types of any replacement fences, walls, or gates must be approved by ACC.

5.7 Pools, Patios, Recreation Structures

A. Front Landscape Zone

1. Pools, patios and recreation structures not allowed

B. *Building Zone*

1. Pools and patios shall be offset from side property lines by distance of 20' minimum.
2. Recreational structures must respect 25' building line setback unless the structure is no higher than landscape wall or fence adjacent to structure. If this circumstance occurs, then structure may be 20' minimum distance from side property line.

C. Rear Landscape Zone

1. Pools, patios, and recreational structures in this zone will be allowed only after careful review and approval.
2. Recreational structures proposed with conditioned space will not be permitted unless finished floor elevation is at 723' or greater.
3. All improvements in this zone must respect 20' setback from property sideline.
4. Fences (5.6)
5. No multi-story structures are allowed.

5.8 Access to Water

A. Pathways from house to lake on waterfront lots:

1. May be planned for golf cart access but under no circumstance wider than 8'.
2. No motorized vehicle larger than golf cart is permitted in Rear Landscape Zone.

5.9 Boat Docks (refer to LCRA specifications)

*Effective for all boat docks built after 1/1/2010.

- A*. 25' Minimum offset from either property line as extended in straight line along property line into water
- B*. No wooden structure permitted
- C*. No more than 50% flat roof deck as portion of roof
- D*. Hip or gable roofs only
- E*. Painted metal roofs only / no shingles / no galvalume
- F*. Skirted or encased styrene or polystyrene flotation
- G*. ACC coordinated color scheme for boat docks is required
- H*. No multi-story structures are allowed

5.10 NPS Zones, Septic Fields (3.1, Table 4)

5.11 Pumps, Condensing Units, Etc.

- A. Side property areas in the Building Zone are appropriate locations for AC condensers, pool equipment, irrigation pump, etc.
- B. However, these must be screened by fencing, wall or vegetation.
- C. The site plan shall respect the neighbor's rear yard recreational area when placing this equipment.
- D. Care will be given to assure visual screening and attenuate noise disturbance.

5.12 Clearing Limits, Tree Protection

The Landscape Plan will include a Clearing Limit and Tree Protection Plan for construction.

- A. Clearing Limit
 - 1. 20' Maximum around buildings
 - 2. 5' Maximum at driveway edges
- B. Tree Protection
 - 1. Areas of vulnerable trees will be indicated on plan.
 - 2. Vulnerable trees will be protected during construction
 - 3. Root Damage - Drip line fence
 - 4. Trunk Damage - Wood sheathing
- C. Limits of Construction
 - 1. Wire fencing must protect the surrounding land from the building site.
 - 2. If a home exists on either side of the building site, wire fencing must be placed along the property line between the building site and the neighboring home.

6.0 Landscape Guidelines

The ACC requires a landscape plan 60 days prior to of completion of home. The homeowner then has six months to complete landscaping.

6.1 Introduction

The beauty of Angel Bay / La Isla of Lake Travis comes from its unique and sensitive hill country environment. This ecosystem is populated by rich and diverse native wildlife and plant communities indigenous to this place. The land is articulated by limestone ledges, and outcroppings giving precise shape to the rolling hills.

The many vistas into the blue-green waters of Lake Travis or distant tree covered ridges are dramatically framed by near views of character trees, rocks, and sloping terrain. The near view in this alluring scene is an individual property; the distant view is composed of many individual properties.

The Collective Challenge to all property owners is to:

- *Observe* the significance of individual properties as a part of the greater landscape.
- *Preserve* the existing vegetation, soil and rock formations.
- *Design* carefully with the natural features of the individual site.
- *Prune* first, for vistas and healthy tree growth.
- *Subtract* only what is necessary.
- *Enhance* existing features with complimentary *indigenous* vegetation, supplemental soil, rock and water features.
- *Consider* individual landscape as another's view. Also consider landscaping as the best potential privacy screening between neighbors.
- *Integrate* manmade improvements into the landscape. Consider re-vegetation beds in concert with neighbor property. Avoid straight line demarcation of property edges. Dissolve road right-of-way lines by bringing patterns of road vegetation into the property.

6.2 Cedar Trees

The native cedar, although problematic, is considered to be a natural asset. Currently, it's what makes Angel Bay / La Isla green. Many years from now, as added landscaping at Angel Bay / La Isla matures, the cedar may no longer be the predominant tree species in the landscape. Eventually, it may be appropriate to phase out some cedars that are important to preserve at this time. But that day in the future is a time when other trees begin to compete for the same canopy space occupied by cedars.

Remember, a 12" cedar is about 60 years old, and an 18" cedar is about 90 years old. These trees have canopies that are 20 to 30 feet high. It will take many years for added landscape species to compete with these older cedars.

Furthermore, few added trees will ever compete with a mature cedar's verdant evergreen foliage.

The primary challenge to saving cedar trees at Angel Bay / La Isla is the property owner's desire to: (1) Create views through the trees, and (2) Reduce competition for oak trees.

The ACC requests that property owners wait until their home is completely framed before thinning out trees for view. The best vantage for selective thinning and pruning is from the inside of the home, looking toward the distant view through the window openings.

Clearing for the house pad is allowed 20' around the perimeter of slab and 5' clear of the dimensions for driveways and parking pads. It is expected that pool and patio plans are developed around certain existing trees, which are saved within this zone. *Further clearing* shall wait until the home is completely framed, at which time the landscape designer should request ACC VISTA Pruning Inspection for review, inspection, and approval.

6.3 The Landscape Designer

The ACC requires that the Concept Site Plan, Preliminary Design Plans and Final Plans for construction include coordination between the building designer and the landscape design. The purpose of this requirement is to establish early emphasis on designing with existing landscape and natural features of the site. Landscaping is so often "applied" after the fact of construction of the home rather than being an influential ingredient in the design process.

Landscape design should work with the land and emphasize indigenous Hill Country landscapes, xeriscape plants, and organic fertilizers and pesticides. An established professional nursery/landscaper may submit the landscape design.

6.4 General Landscape Design

A. Landscape Zones

1. Front Landscape Zone

The portion of the landscape between the street right-of-way and the front building set back is called the Front Landscape Zone. This is every property's landscape connection to the street. Along with the front elevations of the homes, these areas constitute the "streetscape" or the composite appearance from the street.

In general, this area should not include lawn grass except for beds that connect directly with the building zone and that do not extend significantly into the Front Landscape Zone. Native un-mowed grasses, wildflowers and rock formations are especially well suited to the Front Landscape Zone. Guideline concerns within the Front

Landscape Zone are:

- a. *Nonlinear connection to the street right-of-way.* The landscape plan should demonstrate a connection with the Bermuda grass at the street's edge in a nonlinear pattern. A likely solution would include adding undulating beds of buffalo grass which would stop at beds or breaks of different character.

2. *Building Zone*

This area is the area that immediately surrounds the house and patio improvements and is between the front building set back, the sidelines, and rear patio line. Landscape concerns for this area include:

- a. Condensers, pumps, service pedestals and transformer *landscape screening.* Hardscape and or landscape screening should shield such equipment from exposure to street or side neighbor's view.
- b. *Driveway landscape buffer.* Any driveway planned near the property line in this zone shall give cause to special landscape considerations for the buffer between the drive and property line. The concern to be addressed is the neighbor's view to the side view of the home. Garage doors facing the side line is of particular concern from the perspective of protecting the neighbor's view. In these areas, extra care will be expected in efforts to save existing vegetation. The addition of mature trees in these areas is recommended and upon plan review may be requested by the ACC in specific areas. Straight lines for driveways parallel to property line will not be allowed. Similarly, special care should be given landscape improvements in this area to avoid straight line plant beds or hedges. Again, it is expected that plans respond to natural features on the site and where constricted areas occur, 'natural breaks' should be planned even where none pre-exist.
- c. *Lawn Grass.* The use of shade tolerant lawn grass is expected to be a popular inclusion in this zone. It is expected that such grass yard areas be planned to be contained in this more formal zone of house and patio. The "containment" may be accomplished by borders, low walls, contrasting beds, rock formations, etc. Zoysia, or Buffalo shade tolerant lawn grass, is highly recommended for its easy blend with native plants and grasses. St. Augustine is not recommended.

3. *Rear Landscape Zone*

This topic addresses *water front lots* or interior lots where rear yard orients onto a street. This is the zone between the house and patio zone, sideline to sideline, and the rear property line. In general, the Rear Landscape Zone should be planned to be predominately a "natural area."

- a. *Turf and Fence.* Grass lawn and fenced areas should be limited and well defined as yards, patios or pool sites. Fence lines or

grass turf lines running along rear sidelines are not allowed. Fences in this zone shall be transparent metal at 72" height maximum. Of course, code requires 48" height, with gate, surrounding any pool.

- B. *Elevation 680 and Below.* In general, no landscape improvements are appropriate in this area of fluctuating water levels. The primary concern in this area is maintenance of the appearance of shoreline from the water. No exposed pipes, no uncontained storage, no debris, no water pumps for irrigation, etc. should be visible from lake.

Any improvements or repair of rocky ledges below the 680 elevation should be done carefully to match the weathered grey rock at the shoreline. Any mortar or cement used for restoration work in this area shall not be visible. Moving, stacking, or dredging of shoreline rock and soil must be approved by the ACC.

B. *Landscape Grading and Drainage*

1. Cut and fill shall be limited to that necessary to obtain the goals of a stepped foundation, and the 35' ridge height and 22' wall height limitations.
2. Drainage Plans will show how site runoff and drainage easement (if applicable) runoff will affect adjacent properties.
3. Drainage easements should strive toward water dispersal rather than channelization.

C. *Native Landscapes / Xeriscapes / Deer Resistant Landscaping*

The natural beauty of Angel Bay / La Isla stems from the local geology and flora. Rambling limestone outcroppings create the unique form of the land. Majestic live oaks and old growth cedars dominate the woodlands. Shortgrass prairies with little blue stem, bigmuhly, and wildflowers add subtle color in spring and fall. By using stone and plants native to the Hill Country Region in the front and rear landscape zones, the entire Angel Bay / La Isla can be enhanced to the benefit of all.

Native landscapes are comprised of trees, shrubs, perennials, grasses, and vines native to Central Texas. They are well-adapted to the vagaries of our weather such as extended droughts, flash flooding, and sudden freezes. Native plants are able to grow in the rocky, gravelly soil of the Hill Country. In addition, they are relatively disease and pest resistant.

Use of native limestone boulders in a naturalistic landscape style provides a seamless fit with the existing landscape of Angel Bay / La Isla. Boulders can be used as accents, retaining walls, and edging of planting beds. Their irregular character provides a striking interest in the landscape.

The National Wildflower Research Center located in Austin offers an excellent example of landscaping with native plants and boulders. With four landscaped courtyards and over 25 acres of restored woodlands and prairies, the center serves as a demonstration of the use of native plants in a variety of settings.

Xeriscape is defined as "Quality Landscaping that Conserves Water and Protects the Environment." The following principles are applied to all xeriscape landscapes:

- **Planning and Design** Develop a Master Plan for the site to ensure that all new landscaping is part of an organized plan. Each phase can be installed as time and budget allow.
- **Soil Analysis** Test the soil. Soil types vary from site to site and sometimes within a site. For plants that like rich soil, improve the soil with organic matter such as compost. Some native plants prefer the natural soil and may not benefit from this technique.
- **Plant Selection** Choose plants appropriate to the Hill Country environment that conserve water. In areas that are not fenced, select deer resistant plants.
- **Practical Turf Areas** Limit lawn areas to an appropriate and practical size to decrease water and maintenance costs. Choose lawn grasses that are drought resistant. Native Buffalo grass can be allowed to grow to full height of 4-5" with only one mowing per year.
- **Efficient Irrigation** Design the irrigation system to conserve water by grouping plants with similar water needs into zones. The highest water use zone should be located near the house. The lowest use zone might be wildflowers and grasses at the edge of the lot.
- **Use of Mulches** Mulches help reduce soil water loss, erosion and moderate soil temperatures. A three inch mulch layer will also slow weed growth.
- **Maintenance** A properly maintained landscape is hardier and better able to withstand drought, freezing, and pest problems. Prune dead, diseased, and damaged wood. Use organic pest controls and fertilizers. Use proper mowing height to reduce maintenance.

Deer resistant landscaping considers the extensive deer populations

which are characteristic of Hill County fauna. It is recommended to use deer resistant plants in the front and rear landscape zones. Many native plants are naturally deer resistant. They have adaptive strategies such as spines or strong fragrance which repel the deer from browsing. Scented herbs are also deer resistant for the same reason.

Unfortunately, no plant is guaranteed to be deer proof. Deer resistance varies from canyon to canyon in the Hill Country. During a drought, the deer will browse on plants that would not normally be attractive. In a subdivision where some people feed the deer, they may choose to eat a wider variety of plant material.

In the building zone, it is permissible to create a deer proof courtyard with walls or fencing to keep the deer out. Incorporating the courtyard from the beginning in the design of the house may create interesting possibilities. In this way you may be able to grow plants which are not deer resistant, such as roses.

D. *Angel Bay / La Isla Recommended Plant List*

- Following is a partial list of plant material that will, with common horticultural practices, grow in the Hill Country region of *Angel Bay / La Isla*
- There are other plant materials that can be planted in this region with success. Consulting with a local landscape architect that specializes in xeriscape and native plant materials will expand this list.

6.4D Angel Bay / La Isla Recommended Plant List (continued)

(In addition to this list, other plants meeting xeriscape definitions with Hill Country character may be substituted for review by the Architectural Control Committee. Plants denoted with an asterisk * are known to be deer resistant. However, no plants are guaranteed to be deer proof due to drought, varying site locations and other unpredictable variables. The ACC welcomes any information concerning site specific plantings at Angel Bay / La Isla.

SHADE TREES

Scientific Name	Common Name
<i>Acer grandidentatum</i>	Big Tooth Maple*
<i>Carrya illinoensis</i>	Pecan
<i>Fraxinus texensis</i>	Texas Ash*
<i>Juglans microcarpa</i>	Texas Black Walnut
<i>Juniperus virginiana</i>	Eastern Red Cedar*
<i>Pistacio chinensis</i>	Chinese Pistache
<i>Plantanus mexicana</i>	Mexican Sycamore
<i>Populus deltoides</i>	Cottonwood
<i>Purnus caroliniana</i>	Cherry Laurel*
<i>Prunus serotina</i>	Black Cherry
<i>Quercus glaucooides</i>	Lacey Oak
<i>Quercus muhlenbergii</i>	Chinquapin Oak
<i>Quercus polymorpha</i>	Monterrey Oak
<i>Quercus texana</i>	Texas Red Oak*
<i>Quercus virginiana</i>	Live Oak*
<i>Sapindus drummondii</i>	Western Soapberry*
<i>Taxodium distichum</i>	Bald Cypress*
<i>Ulmus americana</i>	American Elm
<i>Ulmus crassifolia</i>	Cedar Elm

ORNAMENTAL TREES

Scientific Name	Common Name
<i>Bauhinia congesta</i>	Anacacho Orchid
<i>Cassia corymbosa</i>	Tree Senna
<i>Cercis canadensis</i>	Redbud*
<i>Chilopsis linearis</i>	Desert Willow
<i>Cornus drummondii</i>	Rough Leaf Dogwood
<i>Cotinus obovatus</i>	Smoke Tree*
<i>Diospyros texana</i>	Texas Persimmon
<i>Ilex vomitoria</i>	Yaupon Holly*
<i>Ilex decidua</i>	Possumhaw*
<i>Lagerstroemia indica</i>	Crepe Myrtle
<i>Leucana retusa</i>	Golden Ball Lead Tree
<i>Myrica cerifera</i>	Southern Wax Myrtle*
<i>Pistacia texensis</i>	Texas Pistache*
<i>Prosopis glandulosa</i>	Texas Mesquite
<i>Prunus mexicana</i>	Mexican Plum
<i>Ptelea tridfoliata</i>	Wafer Ash
<i>Rhamnus caroliniana</i>	Carolina Buckthorn
<i>Rhus lanceolata</i>	Flameleaf Sumac*
<i>Sophora affinis</i>	Eve's Necklace
<i>Sophora secundiflora</i>	Texas Mountain Laurel*
<i>Unghadia speciosa</i>	Mexican Buckeye*
<i>Viburnum rufidulum</i>	Rusty Blackhaw*
<i>Vitex agnus-castus</i>	Chaste Tree

SHRUBS

Scientific Name	Common Name
Aesculus~ pavia	Red Buckeye*
Agave americana	Century Plant*
Amorpha texana	Texas Indigo Bush
Anisacanthus wrightii	Flame Acanthus*
Berberis trifoliata	Agarito*
Callicarpa americana	Beautyberry*
Dalea frutescens	Black Dalea
Eysenhardtia texana	Texas Kidneywood
Eupatorium havense	Boneset*
Dasylinion wheeleri	Sotol
Forestiera pubescens	Elbow Bush
Garrya lindheimeri	Silk Tassel
Hesperaloe parviflora	Red Yucca*
Ilex vomitoria 'nana'	Dwarf Yaupon
Lantana horrida	Texas Lantana*
Leucophyllum frutescens	Cenizo~
Lindera benzoin	Spicebush
Malvaviscus arboreus	Turks Cap
Myrica pusilla	Dwarf Wax Myrtle
Nandina domestica	Nandina*
Nolina lindheimeri	Nolina
Opuntia lindheimeri	Prickly Pear*
Pavonia lasiopetala	Pavonia
Poliomenantha longiflora	Mexican Oregano*
Pyracantha coccinea	Pyracantha
Rhus aromatica	Fragrant Sumac*
Rhus virens	Evergreen Sumac*
Rosmarinus officinalis	Rosemary*
Salvia greggi	Autumn Sage*
Symphoricarpos orbiculus	Coralberry
Tecoma stans	Yellow Bells*
Teucrium fruticans	Bush Germander
Yucca elata	Spanish Bayonet*
Yucca recurvifolia	Softleaf Yucca*
Yucca rupicola	Twist Leaf Yucca*

PERENNIALS & GROUNDCOVERS

Scientific Name	Common Name
<i>Achillea millefolium</i>	Yarrow*
<i>Aquilegia canadensis</i>	Red Columbine
<i>Aquilegia hinckleyana</i>	Texas Gold Columbine*
<i>Artemisia</i> spp.	Silver Mound Artemisia*
<i>Aster frikartii</i>	Fall Aster
<i>Calylophus drummondianus</i>	Sundrops
<i>Calyptocarpus vialis</i>	Horseherb*
<i>Cassia lindheimeri</i>	Lindheimer's Senna
<i>Chrysactinia mexicana</i>	Damianita*
<i>Cytomium falcatum</i>	Holly Leaf Fern*
<i>Dalea greggii</i>	Gregg's Dalea*
<i>Datura wrightii</i>	Datura
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Eupatorium greggii</i>	Gregg's Mistflower
<i>Gaillardia puichella</i>	Indian Blanket*
<i>Hemerocallis fulva</i>	Daylily
<i>Hymenoxys scaposa</i>	Four Nerve Daisy*
<i>Ipomopsis rubra</i>	Standing Cypress
<i>Iris</i> spp.	Iris
<i>Lantana</i> spp.	Trailing Lantana*
<i>Liatris~ pycnostachya</i>	Gayfeather
<i>Lonicera sempervirens</i>	Coral Honeysuckle
<i>Melampodium leucanthum</i>	Blackfoot Daisy*
<i>Nolina texana</i>	Beargrass*
<i>Oxalisviolae</i>	Wood Sorrel*
<i>Perovskia atriplicifolia</i>	Russian Sage
<i>Phlox drummondii</i>	Drummond's Phlox
<i>Phyla incisa</i>	Fro~ Frnh;
<i>Rosmarianum~ officinalis 'prostratus'</i>	Trailing Rosemary*
<i>Rudbeckia hirta</i>	Black Eyed Susan*
<i>Ruellia brittonia 'Katie's Dwarf'</i>	Katie's Dwarf Ruellia
<i>Salvia coccinea</i>	Scarlet Sage*
<i>Salvia farinacea</i>	Mealy Sage*
<i>Salvia 'Indigo Spires'</i>	Indigo Spires*
<i>Salvia leucantha</i>	Mexican Bush Sage*
<i>Salvia lyrata</i>	Lyre Leaf Sage*
<i>Salvia roemeriana</i>	Cedar Sage*
<i>Santolina chamaecyparissus</i>	Gray Santolina
<i>Santolina virens~</i>	Green Santolina
<i>Scutellaria wrightii</i>	Skullcap*
<i>Sedum acre</i>	Sedum
<i>Stachys coccinea</i>	Texas Betony
<i>Tagetes lucida</i>	Mexican Mint Marigold*
<i>Teucrium chamaedrys</i>	Germander
<i>Thelypteris kunthii</i>	River Fern*
<i>Thymus vulgare</i>	Thyme*
<i>Tradescantia</i> spp.	Spiderwort
<i>Verbena bipinnatifida</i>	Prairie Verbena*
<i>Verbena tenuisecta</i>	Moss Verbena*
<i>Viguiera stenoloba</i>	Skeleton Leaf Goldeneye
<i>Viola</i> spp.	Wood Violet*
<i>Vinca major</i>	Bigleaf Periwinkle
<i>Vinca minor</i>	Vinca
<i>Wedelia hispida</i>	Orange Zexmenia*

PRAIRIE GRASSES

Scientific Name	Common Name
Andropogon gerardii	Big Bluestem*
Bouteloua curtipendula	Sideoats Grama*
Buchloe dactyloides	Buffalo Grass*
Chasmanthium latifolium	Inland Sea Oats*
Hilaria berlandieri	Curly Mesquite*
Miscanthus sinensis	Maiden Grass
Muhlenbergia dubia	Pine Muhly*
Muhlenbergia capillaris	GulfCoast Muhly*
Muhlenbergia lindheimeri	Big Muhly*
Muhlenbergia rigens	Deer Muhly*
Muhlenbergia reverchoni	Seep Muhly*
Schizachrium scoparium	Little Blue Stem*
Stipa tenuissima	Mexican Feather Grass*

LAWN GRASSES

Scientific Name	Common Name
Buchloe dactyloides '609'	Buffalo Grass, var. Prairie &
Zoysia spp. ZoyBoy	Zoysia Grass, var. Emerald &

VINES

Scientific Name	Common Name
Antigonon leptopus	Coral Vine
Bignonia capreolata	Crossvine*
Campsis radicans	Trumpet Vine
Clematis drummondii	Old Man's Beard*
Gelsemium sempervirens	Carolina Jessamine
Lonicera sempervirens	Coral Honeysuckle*
Parthenocissus quinquefolia	Virginia Creeper
Passiflora spp.	Passion Flower
Wisteria texensis	Texas Wisteria*

E. *Appropriate/Inappropriate Landscape Elements*

Appropriate landscape elements include:

Limestone boulders for accent and retaining walls.
Dry stack limestone retaining walls, mortared limestone freestanding walls, and
limestone rock as planting bed edging. Mortar which matches the stone.
Flagstone, masonry pavers, and colored, textured concrete walks.
Curvilinear drives less than 16' wide.
Masonry pavers, colored, textured or exposed aggregate, and granite gravel drives.
Limestone drainage dissipaters and stone headwalls.
Stone, stucco, or iron fences.
Shielded exterior lights.
Native trees, shrubs, perennials, grasses, and vines.
Buffalo grass lawns.
Screening of utilities, parking, trash, storage, and debris.
Stockpiled native topsoil, or weed free chocolate loam.

Inappropriate landscape elements include:

Brick retaining or freestanding walls and planting bed edging.
Gray or dark gray mortar.
Gravel drives.
Straight drives.
Concrete dissipaters and headwalls.
Wood fences.
Glaring exterior lights.
Plants not native or adapted to the Hill Country Region.
St. Augustine lawns.
Exposed utilities, parking, trash, storage, and debris.
Sandy loam.

F. *Irrigation, Fertilizers, Pesticides, and Herbicides*

Irrigation water may come from property owners wells. La Isla property owners may contact La Isla Water Board for alternate water options. An underground irrigation system designed by a licensed irrigator or landscape architect is required. The system should be zoned for water conservation and time to water between 10:00 p.m. and 5:00 a.m. Drip irrigation is recommended for planting beds. Micro jet sprays are acceptable. No exposed pipes or water pumps should be visible from the lake.

G. *Chemical Fertilizers, Pesticides, and Herbicides*

Chemical fertilizers, pesticides, and herbicides are discouraged because of run-off into Lake Travis. Organic fertilizers such as

compost are recommended. Angel Bay / La Isla uses organic "Dillo Dirt" for common area fertilizer. Many native plants do not need fertilizers. Integrated Pest Management (IPM) is a concept that balances the need for pest management with both human health and environmental concerns related to pesticide use. Biological controls and organic pesticides and herbicides are highly recommended. Consult a landscape architect or landscape installer familiar with the use of organic controls for more specific information.

H. *Site Protection and Conservation During New Construction*

In order to protect the existing landscape on your site Angel Bay / La Isla is requiring an 20' Clearing Limit around the House and 5' Clearing Limit to either side of the driveway.

It is recommended that wire fencing be placed at these clearing limit lines to protect the natural beauty of your site from damage during construction.

Protecting existing trees on site add value and prevent additional landscaping costs. Build tree protection fences under the drip line of the outermost branches. Never allow storage of equipment or materials in this area as this can compact the soil and damage tree roots. Place wood sheathing next to trunk to prevent accidental scraping of bark. Do not place any fill over tree roots. Use permeable surfaces next to trees which allow air and water to reach the root zone.

Native Soil is an extremely valuable resource. Many native plants will thrive in on-site topsoil. In addition, this soil contains a "seed bank" of grasses and wildflowers which are useful in restoration. Strip topsoil from under the proposed building pad(s) and stockpile on site. After construction is complete, place topsoil on areas to be planted and restored. Never allow bare soil to wash off the site, which causes non-point source pollution of Lake Travis. Cover exposed soil during construction with jute mesh and use erosion control devices to prevent soil loss. After construction, cover all exposed soil with plants and/or mulch. In drainage easements use native stone to dissipate storm water runoff.

Native boulders are also a valuable resource to conserve. Boulders that are excavated may be stockpiled for future use in the landscape. Be careful to store them where they will not damage existing trees.

I. *Imported Topsoil*

No imported sandy loam topsoil will be allowed in new landscape areas. It is recommended to use native topsoil from on site and/or imported weed free chocolate loam topsoil. Sandy loam topsoil

creates a hardpan overtime which inhibits plant growth. It frequently comes with noxious weeds such as nut grass and Johnson grass which encourage the use of herbicides. Native topsoil will support the growth of plants adapted to the Hill Country and is a valuable resource already on site. Imported weed free chocolate loam topsoil provides a good friable nutrient rich soil for plant growth. It typically has less of a weed problem than sandy loam.

6.5 Exterior Lighting

At night time, exterior lighting is often the only way we perceive a landscape. It has the power to bring a very strong design element as well as an element that can provide direction and safety. Angel Bay / La Isla made a conscious decision to not provide pole streetlights in order to preserve night sky views and retain a country feel to the subdivision.

The following guidelines attempt to steer individual lot lighting toward that philosophy.

- A. Show all exterior lighting on a lighting plan.
- B. All outdoor fixtures to be shielded from neighbor's view. No colored or fluorescent lamps allowed. Holiday lighting is an exception.
- C. Downcast directional lights, e.g. to border walks and drives.
- D. Up cast tree lighting is acceptable.
- E. High pressure security lights or tennis/sport court lights are prohibited.
- F. Patio area lights should be downcast or shielded from neighbor's view.
- G. Tree, landscape, and building floodlights and junction boxes shall be concealed by shrubs or low walls to prevent daytime visibility.

6.6 Address Sign

The ACC encourages a large stone with the address number or anything the owner feels will accentuate the entrance (ACC must provide approval). It may be optionally lit from the homeowner's meter.

6.7 Maintenance

The streetscape R.O.W. from curb to front property pins is to be maintained by the property owner.

Maintenance on individual lots will range from selective pruning of native trees, grasses and shrubs to manicured lawns in the Building Zone.

Be aware that pruning of oaks should be done in January and February because of the threat of Oak Wilt disease. All equipment used with oaks should be properly sterilized. Paint all significant wounds on oaks.

6.8 Trash Enclosures

All trash, refuse, and recyclable receptacles shall be stored near the house and screened from view, and then hauled to the curb for pickup. No trash enclosures are permitted within 50' of the front property line.

6.9 For Sale/Lease Signs

All For Sale/Lease signs shall be limited to 6 sq. ft. in size and only one (1) per lot is allowed (lakefront lots are allowed one additional sign in rear)

6.10 Landscape Plan Submission to ACC

The Landscape Plan Submission to ACC includes the following meetings, submittals, and inspections as referenced previously in the Architectural Guidelines:

- A. Preliminary Site Plan Review
 - 1. Preliminary Landscape Plan keep at sketch level
- B. Preliminary Design Review
 - 1. Landscape Plan at 1" = 1'
- C. Final Design Review
 - 1. Final Landscape Plan at 1" = 10'-0"
- D. Vista Pruning Inspection
- E. Final Landscape Inspection

6.11 Restricted Elements

The previous section 6.4C Native Landscapes and Xeriscape are strongly recommended. This section specifies required elements and prohibited elements.

Site Element	Requirement	Recommended	Exception	Prohibited
Front Landscape Zone				No architectural structures
Rear Landscape Zone	Recreational structures only			No multistory structures
Building Zone	As stated in covenants	Waterfront lots		
Drainage Easements	Swales; stone dissipaters			Concrete dissipaters
Culvert	Stone headwall			Concrete exposed headwall; metal
Cut and Fill from natural grade		Maximum 48" measured from natural grade		
Grading	Driveways, sidewalks, & patios flush with finish grade of adjacent landscape			No runoff detrimental
Topsoil	Stockpile native or imported chocolate loam	Stockpiled from site clearing		Sandy loam
NPS Zones	Comply with codes			
Septic Fields	Comply with codes			
Retaining Walls	Concrete ways must be veneered or stuccoed	Dry stack stonewalls		Precast concrete wall system or railroad ties
Swimming Pool/Spa	Comply with codes			
Patio	20' side yard setback			
Driveway Shape & Width	Curvilinear, min. 12' wide, max 16' wide, 7.5' offset			
Driveway Material	Masonry pavers, colored textured or exposed aggregate; Garage Apron 20' length		Asphalt w/ ribbon curb	No limestone gravel
Parking	Two guest spaces w/screening 50' setback			No limestone gravel
Fence Height in bldg. zone from natural grade	Max. 6' ht; Max. 5' from rear corner & rock ledge		Higher deer fencing permissible upon review	
Fence Height in rear zone	Max. 4' ht.			Alignment at property line
Fence Material	Stone, stucco, iron			Brick, gray mortar
Front Walk	Min. 42" wide steps; Max. 6" rise	Flagstone, pavers, colored concrete	Stepping stones	

Site Element	Requirement	Recommended	Exception	Prohibited
Lake Access Pathways	Max. 8' wide			
Clearing Limit	Maximum 20' at building. Maximum 5' at drives			
Tree Protection	Tree protection fence at drip line. Wood sheathing next to trunk on major specimens in building zone. No fill over base of trunk & roots.	Metal fencing in lieu of tree protection		
Erosion Control	Silt fence at limit of construction line on downhill side. Stabilized construction entrance. Temporary erosion controls for any exposed cut or fill. Revegetate all areas disturbed by construction.	Use jute mesh on exposed cut or fill.		No drainage to adjacent lots.
Irrigation System	Underground irrigation zoned for conservation by licensed irrigator or landscape architect. Timed for 10pm-5am. Indicate water supply.	Drip Irrigation		No exposed pipe or water pumps.
Plants	Use predominantly native plants in front & rear landscape zones. Additive non-native species by review.	Use deer resistant plants		
Planting Design/Style	In front landscape zone, undulating side property lines. Transition to bldg. zone with flowing lines	Use un-mowed buffalo grass, wildflowers, restoration areas, & limestone formations.		
Vista Pruning	Prune only for specific views & tree health after framing is completed & following ACC inspection			
Exterior Lighting	Shielded from adjacent properties.	Downcast wash walls & landscape, quiet	Uplights in tree crowns upon review	Cutting tree roots to set lights, area

7.0 Architectural Guidelines

7.1 Angel Bay / La Isla Architectural Objective

- A. The ACC expects property owners to consider their building project as an opportunity to contribute to the greater landscape of Angel Bay / La Isla.
- B. Originality is encouraged.
- C. Harmony with the natural site is the basis for these restrictions.
- D. The intention of these guidelines is to encourage a graceful integration with the environment.
- E. Improvements are encouraged to step down with the slope, using multilevel floor plans where appropriate.
- F. Each home should achieve a balance of cut and fill so that when construction is finished, the earth around the residence is very close to the natural contours of the site.
- G. Exterior shapes, textures and colors will be critiqued against the backdrop of the natural site.
- H. Design proposals should demonstrate how the improvements will complement the natural environment.
- I. Architects, designers, and builders should be selected for their kindred orientation with the philosophy of Angel Bay / La Isla.

7.2 Suggested Architectural Elements

- A. There are numerous creative examples in the Austin area of successful architectural designs that are appropriate to the Texas Hill Country.
- B. The best of our contemporary Hill Country design solutions often borrow from our rich architectural heritage. With the great German stone buildings in Fredericksburg, the steep roofed Czech homes in Smithville, and the Spanish Mission and Mediterranean styles found in Austin and San Antonio, there is much to draw from.
- C. What architecture is appropriate at Angel Bay / La Isla?
 - 1. **Foremost, architectural plans should demonstrate that the plans have been developed for the site.**
 - 2. The philosophy of Angel Bay / La Isla is that home designs will hug and complement the landscape.
 - 3. The homes should be planned carefully between trees and rock formations, saving those close to the home.
- D. The following are strongly recommended design elements that may be considered as appropriate common denominators to any individual design at Angel Bay / La Isla.
 - 1. Begin with the Preliminary Site Plan (see Section 4.2 and Table 7)
 - a. The design and landscaping should be coordinated for development of the Preliminary Site Plan. This assures early coordination of comprehensive site plan elements prior to architectural design.
 - b. Architectural concept should emerge from observations of landscape features.

- c. Follow Preliminary Design Plan Review (Section 4.3 and Table 10) that specifies $1/8" = 10'$ architectural plan on site. This is concept scale for architects. At this scale all aspects of site can be considered.
 - d. Develop preliminary site plan, and preliminary architectural plan simultaneously.
- 2. Design with sloping terrain
 - a. Consider breaking large masses into smaller components that step down with site like typical Mediterranean hillside village architecture.
 - b. This can give the feeling of "emerging from the landscape."
 - c. Keep approach and entry as well as rear room and patios close to natural grades.
- 3. Consider outdoor transition spaces
 - a. Transitional outdoor spaces such as walled entry gardens, porches, balconies, courtyards, verandas, covered walks, or low patio walls serve functional and aesthetic uses.
 - b. Functionally speaking, covered porches may provide enjoyment of breezes while shading from the hot Texas sun, or a veranda may allow window orientation toward the sun while protecting from direct heat gain.
 - c. Courtyards may allow orientation to the outside for light while remaining private.
 - d. Aesthetically speaking, these outdoor transition spaces serve to "humanize" the scale of the building design.
 - e. These forms suggest the home's human connection with the landscape by their form and function.
 - f. By example, a front porch roof may break a larger mass and create focus on the front door, just as a stone arch in an entry garden wall may redirect focus to the front path and entry gate.
 - g. Any such intimate design forms help to break up larger masses and bring a quiet connection to the landscape.
- 4. Exterior Specifications
 - a. Ask your architect to give you alternates to choose from for exterior masonry, stucco, roof, and paint selections.
 - b. Most homes at Angel Bay / La Isla will have stone exteriors and many will be finished in stucco.
 - c. Consider type, color, and size of rocks, grouting textures and methods, color and textures of stucco, roof patterns and colors.

7.3 Restricted Architectural Elements

The previous section 7.2 Suggested Architectural Elements, are strongly recommended. This section specifies required elements and prohibited elements.

Building Square Footage

3000 square feet Waterfront Lots and 2500 square feet Interior Lots

Architectural Element	Requirement	Recommendation	Exception	Prohibited
Building Height from foundations to roof peak (type-top of ridge)	Max. 35' measured from highest point of foundation to roof peak.		Top of chimney not included.	
Wall Height as measured vertically from natural grade to fascia	25' max.		Gables: No more than 25% of fascia line measured in linear feet may be higher than 25; above natural grade	
Slab-All elevations 723' or better	No more than 1' of exposed slab may be left unfinished	Step slab with slope Rear slab max. over natural grade=4'	By review	
Masonry Wall-stone or stucco	All walls 100% masonry	Low contrast mortar	By review	Common concrete masonry block Brick Gray or dark mortar
Wood				Siding and fencing
Roof	Clay tile, concrete, standing seam pre-painted metal, slate--(all soft, earthy tones)		By review	Asphalt composition Shingles or rolled roof Mill finish metal, exposed fasteners, bright, shiny, or primary colors, unpainted paint grip
Roof overhand-open or boxed	1' Minimum	2' or greater	By review	
Windows	Operable	Wood	Some fixed	Mill finish aluminum Reflective glazing
Garage Doors				Masonite or any pressed wood
Paint Colors- Exterior	Harmonious with landscape	Acrylic latex exterior		Bright or primary colors
Boat Dock (constructed after 1/1/2010)	25' setback Hip or gable roof Painted metal roof to match existing marina 50% max. flat roof decks Encapsulated flotation only			Wooden structure over 1500 s.f. footprint

8.0 Construction Regulations

8.1 Introduction

- A. To ensure that sites will not be unnecessarily damaged while a residence is being built and that disruption of the neighborhood will be minimized, the following construction regulations shall be enforced by the ACC during the construction period.
- B. These regulations shall be a part of the construction contract documents (Tables 13 and 14) for each residence.
- C. All contractors and owners agree to abide by the regulations.

8.2 Compliance Deposit and Fines (Section 2.2 and Table 2)

8.3 Clearing Permit, Tree Protection, Soil Preservation (Section 2.4 and Table 3)

- A. 20' Max. around building.
- B. 5' max at drives.
- C. Provide tree protection.
- D. Metal fencing defining limits of construction.
- E. Silt fences required.
- F. Driveway is to be rocked 40' and remainder mulched.

8.4 ACC Construction Start Permit (Section 4.5 and Table 12 and 16)

- A. The owner or contractor agrees to provide the ACC, included with construction start permit, a detailed site plan showing:
 - 1. How the lot will be protected.
 - 2. The area in which all construction activity will be confined.
 - 3. Size and location of construction material storage.
 - 4. Limits of excavation.
 - 5. Drive areas and parking
 - 6. Portable toilet location.
 - 7. Temporary structures.
 - 8. Dumpster.
 - 9. Storage of debris.
 - 10. Fire extinguishers.
 - 11. Utility trenching,
 - 12. Construction sign.
 - 13. Identify the methods for site protection, such as erosion control, tree protection and precise limits of construction beyond which the natural conditions may not be disturbed.
 - 14. Slab is to be staked on ground
 - 15. Slab elevations are to be staked.

8.5 Repair of Damaged Property

- A. Damage and scarring to other property, including, but not limited to other lots, roads, driveways and/or other improvements, will not be permitted.
- B. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the Owner and to the satisfaction of the owner of the damaged property.
- C. Each Owner and Contractor shall completely repair any property damaged, including, but not limited to, restoring grades, repair of streets, driveways, drains, culverts, signs, lighting and fencing within 30 days of occurrence. Failure will result in ACC fines and cost of repair.
- D. **Additionally, the owner's contractor shall provide a commercial general liability insurance certificate in the amount of \$500,000 naming Angel Bay Property owners' Association, Inc. as additional insured.**
- E. Contractor shall also show proof of builder's risk and workmen compensation insurance.

8.6 Construction and Safety

- A. In order to insure a safe, neat, and orderly construction site, the ACC and the Declarant have established certain construction and safety regulations identified in these Architectural Guidelines for the benefit of all owners and residents which are in addition to, and shall in no way diminish, the owner's obligation to comply with all Governmental Regulations.
- B. It is of the utmost importance that anyone conducting construction activities exert extreme care in preventing conditions that are unsafe or that could constitute fire or other hazards.
- C. **POA and the ACC will not tolerate any activity that, in their opinion, constitutes or could cause such hazards.**

8.7 Temporary Small Field Offices

- A. ACC will carefully review proposals for temporary field structures on the Construction Start Plan.
- B. Such temporary structures shall be located only in locations approved by the ACC.
- C. Offices shall be promptly removed upon completion of construction.
- D. Such structures are to be of soft brown, green, or grey paint color only.
- E. In general, the maximum size for temporary structures shall be 8' x 12'

8.8 Storage of Materials and Equipment

- A. Owners and builders are permitted to store construction materials and equipment on the construction site during the construction period.
- B. All materials and equipment shall be neatly stacked, properly covered and secured.
- C. Any storage of materials or equipment shall be the owner's or contractor's responsibility and at their risk.
- D. Owners and builders shall not disturb damage or trespass on other Lots or adjacent property.
- E. No building materials may be placed on any Lot more than 15 days before beginning construction.

8.9 Site Cleanliness, Debris and Trash Removal

- A. Owners and contractors shall provide a container for debris and shall clean up all trash and debris on the construction site no less frequently than a weekly basis.
- B. Trash and debris shall be removed from each construction site on a timely basis to a dumping site located off the project.
- C. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.
- D. Owners and contractors are prohibited from dumping, burying or burning trash anywhere in Angel Bay / La Isla.
- E. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore or affecting other lots or adjacent property.
- F. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed daily from public or private roads, open spaces and driveways or other portions of private or public property.
- G. Wire fencing must protect the surrounding land from the entire building site.

8.10 Sanitary Facilities

- A. Each builder shall be responsible for providing adequate sanitary facilities for its construction workers.

8.11 Drainage, Retention and Erosion Control during Construction

- A. Drainage during construction must be controlled so as to cause no erosion on the lot or on adjoining lots.
- B. Retention fencing or permanent erosion controls must be installed before any site clearing is begun. (See LCRA requirements for septic construction and N.P.S. controls)

8.12 Noise and Dust

- A. Outdoor radios must not be audible from adjacent lots.
- B. Indoor radios are permitted when house is sealed.
- C. Loud music cannot be allowed to disturb fellow neighbors.

8.13 Excavation and Blasting

- A. Excess excavation materials shall be removed from Angel Bay / La Isla.
- B. Blasting is typically not required or allowed.
- C. If the owner feels it necessary to blast, application must be made to the ACC approval received prior to any blasting.
- D. The ACC must be informed at least 7 days in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

8.14 Vehicles, Parking, and Subdivision Access

- A. Construction crews shall not park on or otherwise use other lots.
- B. Generally, construction crew vehicles shall park on the work site and not along the paved roadway.
- C. Private and construction vehicles and machinery may be parked in areas designated by the ACC.
- D. No construction crew vehicles shall be parked on work site overnight.
- E. No construction crew member or building staff are allowed use of property owners park, boat ramp, boat dock or POA restrooms.
- F. Fines will be levied for infractions.

Angel Bay / La Isla ACC Design Review Fee Scale

Design Review Fee is \$1200.00 and must be submitted to Angel Bay / La Isla Architectural Control Committee. Architectural designs will be submitted to a licensed Architect for review compliance with ACC guidelines.

**Angel Bay / La Isla ACC
COMPLIANCE DEPOSIT AGREEMENT**

In addition to the appropriate Design Review Fee payable at the Preliminary Site Plan Review, and in compliance with rules adopted, _____ ("Owner") do hereby deposit with the Committee the sum of _____ for Lot _____ (hereinafter called the "Compliance Deposit") and agrees to the following terms and conditions.

1. The Compliance Deposit shall be held as security against any damage caused to the Association's Common Areas, streets, or Owner's Lots and all improvements, structures, landscaping and personal property attached thereto or located thereon; which damage is caused by the acts and/or omissions of the Owner, his general contractor and/or any employee, agent or subcontractor of the Owner or general contractor in connection with construction of improvements on the Owner's Lot.
2. Upon the occurrence of any such damage, the Architectural Control Committee (ACC) from time to time, and without prejudice to any other remedy, may use the Compliance Deposit to the extent necessary to repair such damage or pay to the injured party the cost of such damage. It is expressly understood that the use of any or all of the Compliance Deposit shall not be considered a measure of the damage nor release the Owner from paying an additional amount if the total damage exceeds the compliance deposit.
3. Within a reasonable time of the notification of the occurrence of any such damage to the ACC, the amount of the Compliance Deposit to be used, if any, shall be approved in writing by a majority of the ACC. The ACC may postpone its review of payment pending receipt of any information which the ACC, in its sole discretion, may require. A copy of the ACC decision shall be mailed to the Owner. Withdrawal of money from the Compliance Deposit shall occur no sooner than 10 days after the date of ACC written approval.
4. If the Owner wishes to contest the ACC decision to use any or all of the Compliance Deposit as described above, he/she must, within ten (10) days after the date of ACC approval, submit a written request to the ACC for a hearing before the ACC. The ACC shall schedule such a hearing as part of the larger agenda of a regular or special ACC meeting and send written notice of the hearing date to the Owner no less than 10 days prior to said date. The ACC, by majority vote, shall determine the amount of the Compliance Deposit to be used, if any.
5. The ACC shall not be liable to the Owner or to any other person for any loss, damage or injury arising out of the payment or nonpayment of the Compliance Deposit funds unless such loss, damage, or injury is due to the willful misconduct or bad faith of the ACC.
6. During construction, it is the responsibility of builders and owners to carry the necessary hazard and liability insurance.
7. Upon completion of the construction on a home site as per the approved plans and specifications, and a final inspection by the ACC satisfactorily indicating that no damage as set forth in paragraph 1 remains unremedied, the Compliance Deposit or any balance thereof shall be returned to the Owner.
8. No interest shall be payable upon the Compliance Deposit.
9. By signature below, the ACC acknowledges receipt of the Compliance Deposit.

\$2500 Clearing Permit			
	ACC/Date	Owner/Date	
Remainder of Compliance Deposit			
Compliance Deposit Total			

ACC/Date
Table 2

Angel Bay / La Isla ACC
Clearing Permit for 90 days from Approval Date

Be aware that pruning of oaks should be done in January and February because of the threat of Oak Wilt disease. All equipment used with oaks should be properly sterilized. Paint all significant wounds on oaks.

Project:
Lot #:
Project Address:
Date Approved

Requirements to be met	
	Date
Preliminary Site Plans reviewed and approved	
\$2500 portion of Compliance Deposit	
Guidelines for Clearing	
20' Maximum clearance around building	
5' Maximum clearance along either side of drives	
Exceptions to the above	
Note: If any native trees larger than 4" oaks and 10" cedars are removed beyond these maximum clearances, ACC may require replanting or replacement of same, the cost thereof to be borne by the Lot owner.	

For the ACC

Date

Table 3

**Angel Bay / La Isla ACC
Additional Jurisdictional Codes**

A. Deed Restrictions; Plat Records Document No. 199900173; Real Property Records Document No. 1999042184; amended in Real Property Records Document No. 1999072681, and amended in Real Property Records Document No. 2001009939, and amended in Real Property Records Document No. 2002007329; Real Property Records Document No. 2001009938; Real Property Records Document No. 2002049502.

B. Lower Colorado River Authority (*LCRA*)

1. Non-Point Source Pollution (NPS)

As recorded on Plat Records; Document NO. 199900173; Real Property Records Document No. 1999035408

BUILDING INSPECTIONS FOR THE ACC OF ANGEL BAY/LA ISLA FOR NEW RESIDENTIAL & COMMERCIAL STRUCTURES

- A. Angel Bay / La Isla employs McComis Inspections for all ACC required inspections. \$1,000 fee to be paid to Angel Bay / La Isla and due before plan approval.
- B. Re-inspections are charged to the property owner at the same rate as regular inspections.
- C. The ACC Board will provide an inspection schedule to the homeowner.

1. **Plan Review:** 2 sets of plans submitted to be reviewed for consideration for permit approval. All proposed construction shall be performed and completed in accordance with the plans and specifications approved by the ACC OF ANGEL BAY/LA ISLA and other applicable Code requirements.
2. **Layout Inspection:** Foundation form boards are up, and the Building Permit card is posted. Verify lowest floor elevation with plan. Portable toilet, temporary trash receptacle, silt fence and Burke safety fences are to be in place. A form survey will be required at this inspection. Wire fencing must protect the surrounding land from the building site. All property corner pins are to be located and flagged. String lines are in place and verified along property lines. Easement boundaries are flagged.
3. **Plumbing Rough:** After Layout is approved. To be requested when drain waste, vents, and supports are in place and tested prior to concrete placement. Ten (10) foot head of water pressure required to be verified or 5 psi air pressure. All pipes and fittings must be exposed for visual inspection.
4. **Copper or Supply Piping Inspection:** To be requested when all water supply lines are in place and protected with no joints in the slab. All lines must be sleeved to protect pipes. 100 psi required on copper lines. Hot water lines must be insulated
5. **Foundation Inspection:** To be requested when trenches are excavated, forms erected and braced, beams excavated, reinforcements in place, and block-outs or slab elevations are in place under slab conduits and boxes are in place. The lowest slab elevation is to be checked, drops are installed and ready to pour. Foundation is to be in compliance with engineered plans, specs, and code. Contractor must have a correct copy of engineered plans on site. All cold water lines insulated if within 3 feet of exterior beam face.
6. **Exterior Sheathing Inspection:** Sheathing inspection must be done before house wrap or felt is installed over sheathing.
7. **Lath Inspection:** To be requested when stucco lath has been attached to wall.
8. **Electrical Rough Inspection:** To be requested when all wiring, boxes, piping load centers (service and subpanels), service drop, and all work to be covered are installed, This inspection must be cleared before moving to next inspection.
9. **Mechanical Rough Inspection:** To be requested when all duct work and vents are in place, Furnace closets and/or attic catwalks and work platforms have been completed. A.C. primary drains and overflow drains properly installed and sloped to drain. Must be clear before next inspection.
10. **Plumbing Topout Inspection:** To be requested when all pipes are in place, supports connected, vent takeoffs, roof flashings and boots (or jacks), water heater location, and trap arms are completed. Water, sewer, and gas line tests to be in place and ready to verify.
11. **Frame Inspection:** Frame inspection to be requested when all framing, fire-blocking, fastening, and bracing are in place, roof is dried in, materials are loaded, and pipes and vents and wiring installed. Fireplace to be installed. Windows and exterior doors are in place and flashed.
12. This is not to be used by the builder as a punch out inspection. We require the builder to do his/her own punch out and corrections prior to Frame inspection. If there are over ten correction items, the inspection will automatically be turned down as “**not ready**.”

BUILDING INSPECTIONS

PAGE 2

- 13. Insulation Inspection:** To be requested after framing, electrical, plumbing, and mechanical are approved and when all insulation is installed and all joints and penetrations are sealed and baffles installed. Under some circumstances, partial insulation inspections may be needed.
- 14. Wallboard Inspection:** To be requested after insulation and frame group are approved and when all wallboard is in place and fastened properly according to code schedule, but prior to taping and floating any walls and ceilings.
- 15. Driveway/Flatwork Inspection:** To be requested when forms and reinforcements are in place. Minimum 6" x 6" x 10" wire mesh and expansion joints 15' on center are required. Treated expansion joints or cold joint required where flatwork or drive meets foundation. Dowel into slab where any flatwork or drives meet the foundation. Drivers and flatwork must be to plan.
- 16. Electrical Final Inspection:** To be requested when all fixtures, switches, receptacles, grounds, appliances, smoke detectors and equipment are installed as per code and ready for use with meter loop.
- 17. Mechanical Final Inspection:** To be requested when all equipment has been installed and ready for use; including dryer vents, exhaust hoods, furnace and water heater vents, and all distribution and return air grilles installed. Combustion air supplies and gas line sediment traps installed. Condenser units set, final test on yard line in place, propane tank set according to Texas R.R.C. rules
- 18. Plumbing Final Inspection:** To be requested when all valves and fixtures are installed and all vents are completed. Water systems to be tested. Gas pipes to be connected and final tested. Septic or sewer connected and approved. Combustion air supply to all gas fired appliances tested. We must have a copy of the Backflow test report. Approved backflow devices at hose bibs, sprinkler systems, pools, dishwashers properly installed.
- 19. Water Yardline Inspection:** Required after properly sized water line (based on fixture count) is installed in open trench at least 12" deep and bedded in sand. An A.W.W.A. Approved owners shut off valve same size as water line and a pressure reducer valve (PRV) required on the yard-line in a service box. Full city water pressure or 50 psi test required. If water line is run under flatwork or drive, it must be sleeved (2 pipe sizes larger). The sewer yard-line installed in open trench per code 4" dia. Schedule 40 P.V.C. Clean outs required at house and sewer tap. Line to be bedded in sand OR pea gravel with a minimum fall not less than 1/4" per foot. Sewer yard-line must have flood test in place.
- 20. Final Building Inspection:** Call for inspection when the building is complete, all other inspections cleared, and ready for occupancy.

NOTE: Customer Service Inspection Certificate: After the final plumbing has passed the inspector will certify that the water service connection does not have potential to contaminate the city water supply.

SWIMMING POOLS, SPAS, AND HOT TUBS

- A. Plan Review:** 2 sets of plans submitted to be reviewed for consideration for permit approval. All proposed construction shall be performed and completed in accordance with the plans and specifications approved by the ACC OF ANGEL BAY/LA ISLA and other applicable Code requirements.
- B. Layout Inspection:** To be requested when pool system is laid out, marked on ground with paint or string lines and property lines located. Silt fence required on run off sides of construction.
- C. Foundation:**
- D. Electrical Rough Inspection:** To be requested when excavation is completed with all rough plumbing, reinforcement; electrical wiring with grounding and bonding completed.

**BUILDING INSPECTIONS
PAGE 3**

- E. Plumbing Rough Inspection:** To be requested when excavation is completed with all rough plumbing. Gas lines to be in place and tests on pressure to be verified. Minimum test pressure for P.V.C. recirculation lines is 35 psi.
- F. Final Plumbing Inspection:** To be requested when all equipment (pumps, filters, heaters, etc.), is in place and ready for use. Proper Backflow protection devices required at all new or existing hose bibs and pool fill lines.
- G. Final Inspection:** To be requested when all equipment (pumps, filters, heaters, etc.), and fixtures are in place and ready for use. All decks and fences to be completed, as per code. All electrical bonding for motors, lights, heaters, or other equipment properly completed. Ground fault protection at all exterior outlets, pool lights, or other required locations complete to code

NOTE: All the above inspections are required. If one of the above inspections has not been approved, a re-inspection will be needed before proceeding. All re-final inspections are paid to McComis Inspections at the time of the inspection.

PRICE LIST FOR Angel Bay / La Isla

ALL PLUMBING inspection fees are to be paid to ANGEL BAY / LA ISLA ACC All first time building inspection fees are paid to ANGEL BAY / LA ISLA ACC at the time of permitting. The BUILDER is responsible for payment of all other inspection fees, with payment being made to McComis Inspections. All accounts that are not kept current in payment will have inspections halted and Certificates of Occupancy withheld.

Residential Inspections and Re-Inspections	\$50.00 per inspection
Commercial Inspections and Re-Inspections	\$50.00 per inspection
Residential Plan Reviews	\$100.00 per inspection
Add On Plan Reviews	\$50.00 per inspection
Commercial Plan Reviews & Re-Plan Reviews	\$.20 PER SQ. FT. / \$50.00 FOR RE-PLAN
Special Inspections	\$50.00 per inspection

ALL FINAL INSPECTION FEES WILL BE COLLECTED AT THE INSPECTION OR BEFORE.

Angel Bay / La Isla Slab Height Restriction Document

Please be advised that the Board of Directors ("Board") of Angel Bay Property Owners Association, Inc. and its appointed Architectural Control Committee ("ACC") have adopted and implemented certain rules and restrictions upon foundations in accordance with their interpretation of the current Declaration of Covenants and Restrictions (the "Restrictions") that apply to residential structures in the Angel Bay and La Isla subdivisions.

Presently, the Restrictions place a height limitation of thirty-five (35') above the foundation slab for residential structures. The Restrictions also give the ACC the discretion to disapprove of house plans that are not in line with the architectural integrity of the subdivision and do not conform or harmonize with the other homes in the neighborhood. Since the height limitations are based upon footage above the slab, the Board and ACC have implemented additional restrictions concerning the foundation itself. Specifically, if a lot is flat, the slab should be no taller than three feet above the ground grade and should, where possible, be no higher than the street grade level. On a sloping lot, the slab may be taller down-hill, but shall not be taller than three feet above ground grade at the highest elevation on the lot where the foundation per the site plan is to be located. The purpose of these rules and restrictions is to prevent homeowners from designing slabs to maximize their views, by building slabs at exaggerated height levels. It is also the intent of the Board and the ACC to preserve the views of other property owners.

If you have any questions concerning this policy, please direct them to the Angel Bay / La Isla ACC.

Sincerely,
Angel Bay Property Owners Association

Signature: _____
Printed Name: _____
Title: _____

I hereby acknowledge receipt of this restriction and understand the terms hereof.
Angel Bay Property Owner

Signature: _____
Printed Name: _____
Address: _____
Phone: () - _____
Date: _____

**Angel Bay / La Isla ACC
PRELIMINARY SITE PLAN REVIEW**

Separate from this submittal, owner should pursue Travis County Development Permit and street address assignment

Owner:		Lot:		Builder:	
Item		Included		ACC Approved	Comment
Significant tree and rock formations					
Setbacks, easements, NPS strips					
Front & Rear Landscape Zones to 723 MSL or lowest improvement- 2' intervals					
House, Garage, Guest House					
Drive, setback, parking space(material) and turnaround					
Pool, Patios, Elevations					
Walls, Fences, Gates-height and materials					
Walkways (materials)					
Utility pedestals					
Flood Plane Contours 723 MSL (if applicable)					
Boat Dock					
Buried Propane Tanks					
Irrigation Areas					
Landscape zones					
Septic Location/type					
Variances					
a.					
b.					
c.					
d.					

ACC Member: _____

Date: _____

(RESERVED)

Table 8

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.

**Angel Bay / La Isla ACC
Contact Information for**

Project:	Lot:	Gate Code:
Project Address:		

ACC Contact:	
Address:	
Home Phone:	
Cell Phone:	
Email:	
Fax:	
Owner:	
Mailing Address:	
City, State, Zip:	
Home Phone:	
Cell Phone:	
Email:	
Fax:	
Architect:	
Address:	
City, State, Zip:	
Office Phone	
Cell Phone	
Email	
Fax	
Builder:	
Address:	
City, State, Zip:	
Office Phone:	
Cell Phone:	
Email:	
Fax:	

Table 9

Angel Bay / La Isla ACC
PRELIMINARY DESIGN PLAN REVIEW 03.07
Landscape Scale 1"=10' Architectural Floor Plans 1/4"= 1'

Owner:		Lot:		Builder:			
Item					Inc.	ACC	Comment
Boat Dock							
Flood Plane Contours 723 MSL (if applicable)							
Front & Rear Landscape Zones to 723 MSL or lowest improvement- 1"=10'							
Grading and Drainage							
Irrigation Areas							
Oaks>4" Cedars > 10"identified							
Significant tree and rock formations							
Trees are to be number and marked							
Building Zone 1' intervals							
Floor Plans show elevations, sections of the house showing existing natural grades front and rear, proposed finish grades, critical trees and rock ledges.							
Height of rooftop and eaves over finished grade							
House, Garage, Guest House, Materials, & Colors							
Pool, Patios, Elevations							
Section through home including pool, patio, existing natural grades							
Section through the Building Zone, showing existing grade, rock ledge, entry, floor levels, rear pool and patio adjacent to the home.							
Show all floors if greater than a single story, roof height, and height of roof peak and roof overhand over the natural grade, roof pitch.							
Utility pedestals							
View orientation from each floor							
Walkways (materials)							
Walls, Fences, Gates-height and materials							
All elements proposed such as condensers, trash enclosures, address sign							
Buried Propane Tanks							
Concept for finished and exterior materials. (This may be presented as a design color rendition of the home rather than a materials board.)							
Culverts mortared							
Drive, contour, width and materials							
Drive, setback, parking space(material) and turnaround							
Existing & proposed new contours, drainage plan and erosion control							
shrub screens							
Preservation and removal of trees, critical rock formations							
Septic Location/type							
Setbacks, easements, NPS strips							
Slab elevation							
Variances							
a.							
b.							
c.							
d.							

ACC Member: _____

Date: _____

**Angel Bay / La Isla ACC
FINAL DESIGN REVIEW**

THESE PLANS ARE APPROVED AND VALID FOR 1 YEAR FROM ABOVE DATE.

Site and Landscape Scale 1"=10' Architectural Floor Plans 1/4"= 1'

Owner:		Lot:		Builder:			
Item					Inc.	ACC	Comment
Boat Dock							
Flood Plane Contours 723 MSL (if applicable)							
Front & Rear Landscape Zones to 723 MSL or lowest improvement- 1"=10'							
Grading and Drainage							
Irrigation Areas							
Oaks>4" Cedars > 10"identified							
Soil preservation areas and methods							
Tree protection methods-specify vulnerable areas needing protection							
Trees numbered and marked							
Building Zone 1' intervals (20' maximum clearing around building zone)							
Floor Plans show elevations, sections of the house showing existing natural grades front and rear, proposed finish grades, critical trees and rock ledges.							
Height of rooftop and eaves over finished grade							
House, Garage, Guest House, Materials, & Colors							
Pool, Patios, Elevations							
Section through home including pool, patio, existing natural grades							
Section through the Building Zone, showing existing grade, rock ledge, entry, floor levels, rear pool and patio adjacent to the home.							
Show all floors if greater than a single story, roof height, and height of roof peak and roof overhand over the natural grade, roof pitch.							
Utility pedestals							
View orientation from each floor							
Walkways (materials)							
Walls, Fences, Gates-height and materials							
Address Sign							
All elements proposed such as condensers, trash enclosures, address sign							
Buried Propane Tanks							
Concept for finished and exterior materials. (This may be presented as a design color rendition of the home rather than a materials board.)							
Construction fencing (litter control/metal fencing							
Construction Schedule							
Culverts mortared							
Drainage retention and erosion control							
Drive, contour, width and materials (5' clearing from drive edge)							
Drive, setback, parking space(material) and turnaround							
Dumpster location							
Existing & proposed new contours, drainage plan and erosion control							
Fire extinguishers							
New trees, shrub screens, plant bed locations, sod and seeded areas							
Preservation and removal of trees, critical rock formations							
Sanitary facilities							
Septic Location/type							
Setbacks, easements, NPS strips							
Site lighting, size and location, including angle and shielding							
Slab elevations staked							
Storage area of materials and equipment							
Temporary field office location							
Topsoil storage							
Utility trenching							
Variances							
a.							
b.							
c.							
d.							

ACC Member: _____

Table 11

Date: _____

Angel Bay / La Isla ACC

These Items Must Be Completed To Obtain A Construction Start Permit

1. Builder's and Owner's Guidelines and General Contractor Rules signed.(Tables 13-15)
2. Design Review Fee (Table 1) \$1,200.00.
3. Copy of receipt showing water fees paid for La Isla property owners (contact La Isla Water Board).
4. All plans submitted and approved.
5. Copy of Builder's General Liability Insurance. \$500,000.00 naming Angel Bay / La Isla POA as additional insured.
6. Copy of Builder's Risks and Compensation Insurance.
7. Submit septic permits from authorities having jurisdiction. (At discretion of ACC, start permit can be given if this paperwork has been submitted to the authorities).
8. Construction area fenced with metal fencing (orange fence not permitted) along property lines that border neighbors. Green wire mesh fencing 3 feet tall is acceptable. This is a trash barrier and not a pollution fence.
9. All property corner pins flagged. Construction site string lines in place.
10. All slab elevations must be staked.
11. Pollution fencing installed as required by LCRA and ACC (generally covering any area that has the potential of allowing water runoff from the construction site).
12. Tree protection in place.
13. Dumpster, porta-potty, and trash can on site.
14. Drive with culvert rocked from the street to a distance of 40 feet. In wet conditions mulch may be needed beyond the 40 foot rock layer so mud is not tracked on street.
15. ACC Rules sign on building site.
16. Only Builder sign (max size 3'x3) at drive entrance. No subcontractors' signs allowed.
17. Construction Address Sign.
18. Provide sufficient off road parking. (Note: we do not want the contractors cars parked on the side of the street!)
19. Compliance Deposit Agreement (Table 2) signed.
20. Compliance Deposit of \$5,000 due at receipt of signed start permit.
21. Inspection Fee of \$1,000.00.
22. A non-refundable Road Fund deposit of \$1,000.00.
23. Set of stamped plans from McComis.

Table 12

Angel Bay / La Isla ACC

Important Guidelines for Owners Building in Angel Bay / La Isla

This document is a concise summary of the guidelines and restrictions in building at Angel Bay / La Isla . **These principles are not intended to be a substitute for the Architectural Guidelines booklet.** This summary provides a simplified checklist of important steps necessary for you and your builder to follow in the design and completion of your new home. These will be enforced by ACC. The ultimate authority is Angel Bay / La Isla Property owners' Association.

Fees

1. Design Review Fee (Table 1) is payable prior to receiving a start permit. This fee covers all outside review and ACC time involved in the approval of your project plan.
2. ACC Compliance Deposit of \$5,000.00 at the time of application for the construction start permit. This is returned to you at the completion of your home baring any violations to the guidelines set forth. (Table 2)
3. Clearing Permit of \$2500 portion of the Compliance Deposit if needed prior to obtaining start permit. (Table 3)
4. \$1,000.00 inspection fee (*non-refundable*)
5. \$1,200.00 architectural design review fee (*non-refundable*)
6. \$1,000.00 road fee (*non-refundable*)

Review Process

1. The ACC is required to approve the Registered Architect and /or Certified Professional Building Designer, the engineer and landscape architect. Under certain circumstances the ACC may prohibit a builder from building in Angel Bay / La Isla.
2. Preliminary Site Plan Review. (Table 7)
3. Preliminary Design Plan Review (Table 10)
4. Final Design Review: Review of final construction documents. In addition to all of the construction documents, the ACC will need to verify all compliance with the preservation of the non-building parts of your lot, in addition to those safeguards to your neighbors. (Table 11)

Inspections

1. The ACC will inspect the construction site at routine intervals to make certain that the builder is following the guidelines intended to protect your neighbor's lot, and Angel Bay / La Isla in general, from poor construction site management. Repeated violations in fencing, trash management, road spills, noise, and hours of allowed work, or other violations will result in fines to the builder and potential losses from your compliance deposit. All property owners at Angel Bay / La Isla expect a lifestyle that is not diminished by poor site management. You will appreciate these rules when you are in your home and your neighbor is building.

Angel Bay / La Isla ACC
Important Guidelines for Owners Building in Angel Bay / La Isla page 2

2. Building Code Inspections (Table 5): To insure standards of property construction, Angel Bay / La Isla requires a McComis Inspections to perform building code inspections similar to municipal programs. This fee will be paid directly by the property owner or the builder and is necessary in order to obtain a Construction Start Permit. These inspections are for your protection also. They should be reviewed by you as they are done. The structures between the outer walls of your home and the inside plaster are hidden from view. Adequate inspections ensure that your home was constructed as you planned.
3. **FAILURE TO OBTAIN A CERTIFICATE OF OCCUPANCY (CO) PRIOR TO OCCUPANCY OF THE HOME WILL RESULT IN AN AUTOMATIC FORFEITURE OF THE COMPLIANCE DEPOSIT IN ADDITION TO POSSIBLE LEGAL ACTION FOR CORRECTION OF VIOLATIONS AGAINST THE COVENANTS.**

Restrictions

1. Multiple restrictions apply to Angel Bay / La Isla. These vary to an extent depending on the relationship of your home on your lot. This list includes such things as gates, fences, walls, pools, patios, drives, paths, docks, and tanks, to name a few. Take the time to review the guidelines concerning these structures.

Landscape

1. Please review the part of the Guidelines on landscape. There are restrictions to the limits of clearance in and around your building site. As far as the rest of your lot is concerned, we can all agree that there are cedar trees that need to be removed. The oak trees need space from the cedars to grow. However, it is far better to remove the cedar trees slowly as you develop your landscape plan. Shade can be a precious commodity. Until your oaks grow, those big cedars may be all the shade you have. Progress slowly with their removal. The wholesale clearing of a lot without a site plan is not appropriate, and would be in violation of Angel Bay / La Isla' Guideline. Views will be better planned after the house is underway. **UNDER NO CIRCUMSTANCE CUT A NEIGHBORS TREE TO ENHANCE YOUR VIEW!**
2. Protect your natural topsoil. It contains the native seed needed for restoration of the natural landscape. Unless you are putting your whole lot into lawn, the natural topsoil will far exceed anything you bring in.

These are but a few of the features of the ACC Guidelines, but are quite important. It is the purpose of the ACC to protect Angel Bay / La Isla from structural and landscape errors that will reduce our economic and aesthetic investment. The Property owners' Association expects no less.

OWNER / Date

BUILDER / Date

Table 13

Angel Bay / La Isla ACC Important Builder's Guidelines

These guidelines are necessary to minimize the potential damage to the lots surrounding your building site and to Angel Bay / La Isla in general, during your construction process. They are also designed to protect the property owners already living in Angel Bay / La Isla from long periods of unnecessary disturbances during your construction. Failure to adhere to these regulations will result in fines to the builder and potential loss of the owner's compliance deposit.

1. The owner/contractor agrees to provide the ACC with a detailed site plan showing how the lot will be protected and how the area of construction is to be confined. This will include the size and location of the construction material storage, limits of excavation, drive areas, parking, portable toilet location, temporary structures, dump sites, storage of debris, fire extinguishers, utility trenching, and one and only one construction sign. The plan must identify the methods of site protection, tree protection, and precise limits of construction beyond which the natural condition is not to be disturbed. The slab is to be staked on the ground.
2. The compliance deposit must be submitted prior to any construction efforts.
3. The clearing limit is 20 feet around the building site. Metal fence tree protection and construction site barriers, silt fences and other erosion control requirements must be in place before construction begins.
4. Damage to other property and to Angel Bay / La Isla in general, will not be tolerated. If any damage occurs, it must be promptly repaired at the expense of the owner/builder and to the satisfaction of the owner of the damaged property. The ACC chairperson will assess the impact of the damage. All repairs must be made within 30 days of the occurrence.
5. The contractor must provide a general liability insurance certificate in the amount of \$500,000 naming Angel Bay Property owners' Association Inc. as additional insured.
6. Contractor must provide proof of builder's risk and workmen's compensation insurance.
7. All building and governmental safety standards must be maintained. Fire hazards must be prevented at all cost.
8. A temporary field office may be located in a site approved by the ACC. The color and size must comply with the ACC Guidelines.

**Angel Bay / La Isla ACC
Important Builder's Guidelines page 2**

9. All Trash must be handled according to ACC guidelines and stored in such a way to prevent the contamination of a neighboring lot. At all times the site must be maintained to prevent the construction process from becoming an eyesore to the property owners in Angel Bay / La Isla. Public and private roadways and any other portion of the property included in Angel Bay / La Isla must be kept clear of mud, debris, sand or dirt from the construction site.
10. There can be no erosion of the lot or any adjoining lot from the construction process.
11. The use of outdoor radios is regulated. Indoor radios are permitted when the house is sealed. Loud music cannot be allowed to disturb fellow neighbors.
12. Construction crews may not park in adjoining lots or on the streets.
13. No construction crew vehicles shall be parked on work site overnight.
14. Gate access for construction personnel can be obtained from the homeowner or builder.
15. No burning is allowed
16. No firearms allowed.
17. No pets of construction workers are allowed.
18. Homeowner's park is off limits to all construction personnel.
19. Work hours are from dawn to dark, Monday through Friday. Outdoor work is allowed on Saturday from 9:00AM-dusk. Only indoor work is allowed on Sunday or holidays.
20. Cement trucks will carry a maximum of 8 yard loads only.
21. A certificate of occupancy must be obtained prior to owner occupying home. Failure to obtain this will result in automatic forfeiture of the owner's compliance deposit. In addition, any builder who misrepresents this factor to his/her client may be barred from building in Angel Bay / La Isla in the future.
22. This list does not replace the more detailed guidelines in the Architectural Guidelines booklet. It is instead meant to highlight some of the fundamental rules and regulations during construction in Angel Bay / La Isla . Failure to adhere to the Architectural Guidelines manual will result in fines ranging from 100 to 500 dollars per uncorrected infraction per day.

CONTRACTOR / Date

OWNER / Date

Miscellaneous and General Practices General Contractor Rules

1. No construction is to commence until the Construction Start Permit is given and the Compliance Deposit and Agreement are in receipt of the ACC.
2. Speed limit is 25 miles per hour.
3. General cleaning of construction site must occur no less frequently than a weekly basis.
4. Outdoor radios can not be audible to adjacent lots.
5. PortaCan and water shall be provided by the contractors/subcontractors for the job site.
6. No supply deliveries are allowed after 5:00 pm, unless someone is on the job site to receive them.
7. Lots adjacent to the job site are not to be encroached upon with silt fence, debris, building material, or trash bins.
8. As each lot is private property, construction workers are not allowed on any other site other than their own work location.
9. No adjacent lot is to be used for access to, or parking for, the building site.
10. Sightseeing or touring is not allowed.
11. No changing oil on any vehicle or equipment on any lot, or any place at Angel Bay / La Isla.
12. No concrete truck washout anywhere but supervised sand pile location on subject lot. No exceptions inside or outside Angel Bay / La Isla.
13. No removal of any plant material, topsoil or similar items from any property within Angel Bay / La Isla.
14. No disposal methods other than those approved by the ACC.
15. No careless disposition of cigarettes and other flammable material.
16. Temporary construction signs shall be limited to one sign per site.
17. A minimum of one serviceable 1016 ABC-rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location.
18. No burning of any type.
19. No firearms are allowed on the property.
20. No dogs are allowed on the property.
21. Property owners Park is off-limits to construction personnel.
22. Work hours are from dawn to dusk, Monday through Friday. Outdoor work is allowed on Saturday from 9:00AM-dusk. Only indoor work is allowed on Sunday and holidays.
23. Multi-load concrete deliveries must be complete by 1:00 pm in the winter and 3:00 pm in the summer.
24. General contractors will be responsible for making sure that all workers know the street address of the job site and the General Contractor's name.
25. Workers failing to know exactly where to go will be refused entry onto the property.
26. The entry gate is also the construction entrance. Caution your workmen and delivery drivers of the tight width, and especially the tile roof eave overhang. Any damage at the entry will be expensive; take care to avoid back charges and/or fines.

Failure to comply with the above items will result in a fine to the General Contractor/Property Owner. Job sits will be monitored by the ACC.

CONTRACTOR / Date

OWNER / Date

**Angel Bay / La Isla ACC
CONSTRUCTION START PERMIT**

Project:
Lot #:
Project Address:

	Date
Signed Builder's Guidelines (Table 13)	
Signed Owner's Guidelines (Table 12)	
Preliminary Site Plan Review	
Design Review Fee \$1,200.00	
Final Design Review	
Water Fees Paid (to be determined by La Isla Water Board)	
Copy of Builder's General Liability Insurance (\$500,000.00 minimum)	
Copy of Builder's Risk's & Compensation Insurance	
Septic permits from authorities having jurisdiction	
Metal fencing for construction site	
Tree Protection and Silt Fence in Place	
Slab Staked on Ground	
Slab Elevations Staked	
Dumpster, porta-potty, trash can on site	
Drive with culvert rocked 40' with mulch beyond 40' (necessary in rainy conditions)	
ACC Rules sign	
Builder Sign (max. 3x3) at drive entrance	
Construction Address Sign	
Provide sufficient off road parking	
Signed Clearing Permit and \$2500 of Compliance Deposit (Table 3)	
Signed Compliance Deposit Agreement (Table 2)	
Compliance Deposit \$5,000.00	
Stamped approved copy of plans to ACC contact person	
Landscape Design	
Inspection Fee \$1,000.00	
Road Fee \$1,000.00	

THE ARCHITECTURAL CONTROL COMMITTEE FOR Angel Bay / La Isla HEREBY
APPROVES THE PLANS AND SPECIFICATIONS AND GRANTS PERMISSION TO
COMMENCE CONSTRUCTION, PENDING OTHER REGULATORY JURISDICTION, ON THE
ABOVE NAMED LOT WITH THE FOLLOWING TO BE COMPLETED AS NOTED.

ACC COMMENTS:

ACC Member

Date

**Angel Bay / La Isla ACC
Temporary Certificate of Occupancy
Valid for 120 days from approval date**

Lot #:
Property Owners:
Project Address:
City, State, Zip: Spicewood, TX 78669

Following Items must be resolved by Completion Dates before obtaining Certificate of Occupancy.

Failure to obtain a Certificate of Occupancy within the 120 days may result in the forfeiture of the Property Owner's Compliance Deposit.

Items

Completion Date

ACC Member

Approval Date

**Angel Bay / La Isla ACC
Certificate of Occupancy**

Lot #:

Builder:

Property Owners:

Project Address:

City, State, Zip: Spicewood, TX 78669

Project is completed.

All inspections have been passed.

The inspection service has been paid in full for all services.

Compliance Deposit less any fees or fines will be returned within 10 business days of approval date.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dec 30, 2011 03:17 PM

2011191950

GONZALES: \$396.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Return:

Southwest Management
P.O. Box 342585
Austin TX 78734

ACC Member

Approval Date

Table 18

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.



ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
MANAGEMENT CERTIFICATE

This Management Certificate is recorded pursuant to 209.004 of the Texas Property Code, and is as follows:

The name of the subdivision ("Subdivision") is: Angel Bay

The Subdivision recording information is: 199900173

The declaration recording information is: Document No. 1999035407, and as amended by Document No. 1999042184, Document No. 1999072681, Document No. 1999037847; and Document No. 2001009939

The name of the Association: Angel Bay Property Owners Association, Inc.

All prospective purchasers of lots in the Subdivision, according to the Declaration are notified by the Association as follows:

1. Before finalizing the purchase of any lot in the Subdivision, please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's bylaws and rules. Such documents are binding upon all lot owners.
2. The rules (covenants and restrictions) contain limitations regarding the use of the lot and the common areas by owners, tenants, and their family and guests.
3. It is recommended that you obtain copies of all the foregoing instruments and read them prior to making the final commitment to purchase a lot at the Subdivision, referred to above.
4. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts. The cost of the resale certificate is \$ \$75.00.
5. The Association has authorized the managing agent to charge a transfer fee of \$ \$300.00 for the sale of any lot payable by the buyer at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.
6. The Association has authorized the Management Company to charge a fee of \$50.00 for preparation of a statement of account for a refinance.
7. The mailing address of the Association is in care of the managing agent listed below, at the address listed below. Until changed by notice recorded in the Official Records of Travis County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining a resale certificate, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows:

Southwest Management Services

P.O. Box 342585

Austin, Texas 78734

Phone: 512-266-6771

Fax: 512-266-6791

Physical Address: 7 Lakeway Centre Court, #200, Austin Texas 78738

www.southwestmanagement.net

Dated this day of Thursday, November 10, 2011.

By: 

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

Print Name: Bonnie Carlisle

Title: Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 30, 2011, by Bonnie Carlisle as managing agent for Angel Bay Property Owners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Carolyn M. Nunn
Notary Public for the State of Texas

After Recording, please return to:

Southwest Management Services
P.O. Box 342585
Austin, Texas 78734

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jan 11, 2012 08:43 AM

2012004162

SCOTTR: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
MANAGEMENT CERTIFICATE

This Management Certificate is recorded pursuant to 209.004 of the Texas Property Code, and is as follows:

The name of the subdivision ("Subdivision") is: Angel Bay

The Subdivision recording information is: 199900173

The declaration recording information is: Document No. 1999035407, and as amended by Document No. 1999042184, Document No. 1999072681, Document No. 1999037847; and Document No. 2001009939

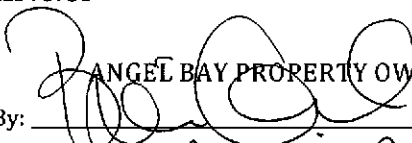
The name of the Association: Angel Bay Property Owners Association, Inc.

All prospective purchasers of lots in the Subdivision, according to the Declaration are notified by the Association as follows:

1. Before finalizing the purchase of any lot in the Subdivision, please be aware that you are, as a matter of law, on notice of all the contents of the above declaration and the association's bylaws and rules. Such documents are binding upon all lot owners.
2. The rules (covenants and restrictions) contain limitations regarding the use of the lot and the common areas by owners, tenants, and their family and guests.
3. It is recommended that you obtain copies of all the foregoing instruments and read them prior to making the final commitment to purchase a lot at the Subdivision, referred to above.
4. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest and other charges. You are advised to obtain a "resale certificate" from the association management which will verify whether there are any unpaid amounts. The cost of the resale certificate is \$ \$75.00.
5. The Association has authorized the managing agent to charge a transfer fee of \$ \$300.00 for the sale of any lot payable by the buyer at closing. All closing officers are asked to contact the managing agent to obtain further material to be presented to buyer at closing.
6. The Association has authorized the Management Company to charge a fee of \$50.00 for preparation of a statement of account for a refinance.
7. The mailing address of the Association is in care of the managing agent listed below, at the address listed below. Until changed by notice recorded in the Official Records of Travis County, Texas, the address and telephone number of the managing agent for the association for purposes of obtaining a resale certificate, copies of documents, and information about delinquent sums owed to the association by lot owners selling their lots, are as follows:

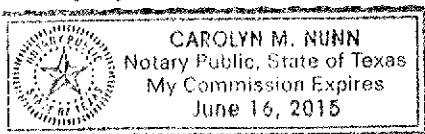
Southwest Management Services
P.O. Box 342585
Austin, Texas 78734
Phone: 512-266-6771
Fax: 512-266-6791
Physical Address: 7 Lakeway Centre Court, #200, Austin Texas 78738
www.southwestmanagement.net

Dated this day of Monday, September 16, 2013.

By: 
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
By: _____
Print Name: Bonnie Carlisle
Title: Manager

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on September 20, 2013, by Bonnie Carlisle as managing agent for Angel Bay Property Owners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Carolyn M. Nunn
Notary Public for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

October 30 2013 09:59 AM

FEE: \$ 26.00 2013196846



TRV

2016095567

2 PGS

MANAGEMENT CERTIFICATE

This management certificate is filed in Travis County in accordance with Section 209.004 of the Texas Property Code.

This management certificate certifies that Preferred Association Management Company is the managing agent for the Angel Bay Property Owners Association, Inc.

Name of the subdivision: Angel Bay

Name of the association: Angel Bay Property Owners Association, Inc.

Recording data for the subdivision: Volume 12236, 8870; Pg 1483, 381 Official Public Records, Travis County, Texas.

Recording data for the declaration: Document 1999035407, and as amended by Document 1999042184, Document 1999072681, Document 1999037847, Document 2001009939 Official Public Records, Travis County, Texas.

Transfer Fee. A transfer fee is to be collected each time a unit is sold. The transfer fee is to be made payable to the Management Company at the time of closing. The fee is to be disclosed at the time of the resale request.

This management certificate is to be attached with all recorded documents pertaining to the association and hereby amends and replaces any previously recorded management certificates for the Association in their entirety.

The mailing address for the Association and Managing Agent is as follows:

Angel Bay Property Owners Association, Inc.
C/O Preferred Association Management Company
930 S. Bell Blvd #203
Cedar Park, TX 78613
Phone (512) 918-8100 Fax (512) 918-8121

Signed

Douglas Plas

Managing Agent, Angel Bay Property Owners Association, Inc.

Date

June 10, 2016

JURAT:

The State of Texas

County of Williamson

Subscribed and sworn to before me on this 10 day of June, 2016 by

Doug Plas

(Seal)

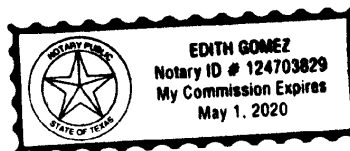
Edith Gomez

(Notary's Signature)

Notary Public, State of Texas

After Recording Return to:

Preferred Association Management Company
930 S. Bell Blvd #203
Cedar Park, TX 78613



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

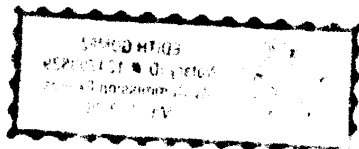
Jun 17, 2016 12:10 PM

2016095567

VALLEJOA: \$30.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS





19

PAYMENT PLAN POLICY
for
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Scott J. Atlas, Secretary of Angel Bay 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 25th day of May, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of twelve (12) months. The Board will determine the appropriate term for a payment plan considering the amount owed, the past payment plan history of the Owner in accordance with Section 9 of this policy and the term requested by the Owner, subject to the minimum and maximum terms.
3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term

of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$30.00 for the preparation of a Payment Plan Agreement and \$10.00 for receiving, documenting and processing each payment. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include late charges and fees otherwise charged by the management company and/or Association and added to the Owner's account as a result of the account being delinquent, if any.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** Per Section 209.0062(c) of the Texas Property Code, the Association is not required to: (a) enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan; (b) make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) of the Texas Property Code has

been sent to the Owner and the period in that notice has expired; or (c) allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

10. This Payment Plan Policy replaces and supersedes any previous plan policy, if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Payment Plan 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 28th day of September, 2017.

ANGEL BAY PROPERTY OWNERS
ASSOCIATION, INC.

By: Scott J. Atlas

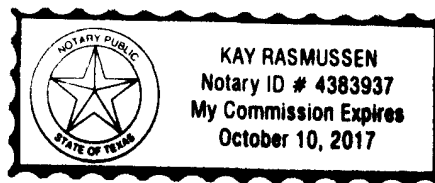
Printed: Scott J. Atlas

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 28 day of September, 2017 personally appeared Scott J. Atlas, Secretary of Angel Bay Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



COLLECTION POLICY
for
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Scott J. Atlas, Secretary of Angel Bay Property Owners Association, Inc. ("Association"), do hereby certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 25th day of May, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by a majority vote of the members of the Board.

RECITALS:

1. The Board enforces the provisions of the Declaration (as defined in section 1.2 herein) applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.

2. The Board desires to adopt a Collection Policy consistent with the Dedicatory Instruments of the Association and state law.

WITNESSETH:

It is the policy of the Association to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments and other charges due and owing to the Association in accordance with the following policy:

Section 1. Definitions. Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - The annual assessment, special assessments and other assessments as provided for in the Declaration.
- 1.2. **Declaration** - means the following:
 - a. Documents:
 - (1) Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas.
 - (2) First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas.

- (3) Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas.
- (4) Amended and Restated Annexation of Property into the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas.

b. Recording Information:

- (1) Travis County Clerk's File No. 1999042184.
- (2) Travis County Clerk's File No. 1999072681.
- (3) Travis County Clerk's File No. 2001009939.
- (4) Travis County Clerk's File No. 2001146918.

Any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

1.3. Dedicatory Instruments - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

1.4. Property - means the following:

- Angel Bay, a subdivision in Travis County, Texas, described by metes and bounds in Exhibit "A" attached to the document described above under 1.2.a.(1) and 1.2.b.(1).
- Angel Bay, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Document No. 199900173 of the Plat Records of Travis County, Texas and all amendments to or replats of said maps or plats, if any.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Section 2. Due Date. Each annual assessment shall become due and payable on the first day of January. Special assessments shall become due and payable when such due date is determined by the Board or, if applicable, the due date approved by vote of the Members approving the special assessment.

Section 3. Cost Recovery. As provided in the Declaration, each Assessment, together with interest, costs of collection, reasonable attorney's fees and court costs for collection thereof is secured by a continuing lien upon each Lot and is the personal obligation of the Owner. All costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempting to collect Assessments, will be assessed against the Lot and also become the personal obligation of the Owner as and when incurred. Costs of collection include, but are not

limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, charges imposed by the Association's management company for processing and monitoring delinquent accounts, and reasonable attorney fees/expenses.

Section 4. Delinquency Processing. As set forth in the Declaration, the delinquent date for all Assessments will be thirty (30) days after the Due Date.

Section 5. Notices. All notices sent to the Owner below must include notice of the amount then due. An Owner is responsible for any charge incurred by the Association for sending a Delinquent Notice and/or a Final Delinquent Notice, which charge will be added to the assessment account of the Lot as a collection cost.

5.1. Delinquent Notice(s). The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.

5.2. Final Delinquent Notice. The Association must, before turning a delinquent owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Area are to be suspended, the notice must include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's rights to use the Common Area as a separate mailing.

Section 6. Interest. If the Assessment becomes delinquent, the Assessment will bear interest from the Due Date at the rate of ten percent (10%) per annum.

Section 7. Payment Plan and Partial Payments. Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy, unless an Owner is not eligible for a payment plan per the provisions of the Code. Payments will be applied in accordance with Section 209.0063 of the Texas Property Code. Any payment for less than the full amount due at the time payment is made will not constitute waiver or forgiveness of the remaining balance. In the event that an Owner enters into a payment plan per the Association's Payment Plan Policy, the Owner is responsible for any and all administrative cost provided for in the Payment Plan Policy.

Section 8. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check processing fee in the amount of \$25.00 will be charged to the Owner to offset the additional processing involved, and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. If a dishonored check notice is not sent, the Association may proceed with collection activity immediately. In addition to the dishonored check fee charged by the

Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check will be charged to the Owner, and the amount of the dishonored check will be reposted to the Owner's account to the extent allowed by law. An Owner is responsible for the payment of all charges and/or fees incurred by the Association as a result of a dishonored check.

Section 9. Owner's Mailing Address. It is the responsibility of each Owner of a Lot to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order for a change of address to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail; however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change. Unless the Association is otherwise notified in writing by the Owner, the Owner's mailing address is deemed to be the address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to this Policy will be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address will be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address in no way waives or negates the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. Under no circumstances will the submission by an Owner of a check that reflects a different address than the last known mailing address of the Owner according to the records of the Association be deemed to be a notice of a change of the Owner's mailing address.

Section 10. Referral of Account to Association's Attorney. Upon referral of the account to the Association's attorney by the Association, the attorney is authorized to take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

Section 11. Required Action. Unless otherwise required by the Declaration or by law, nothing contained herein requires the Association to take any of the actions contained herein. The Association's Board of Directors has the right, but not the obligation, to evaluate each

delinquency on a case-by-case basis and proceed with collection activity as the Board, in its best judgment, deems reasonable.

Section 12. This Collection Policy replaces and supersedes any previous collection policy, if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Collection 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 28th day of September, 2017.

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

By: Scott J. Atlas

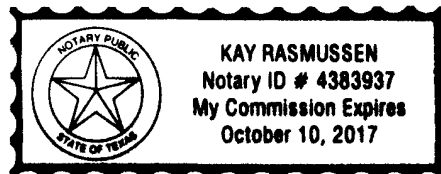
Printed: Scott J. Atlas

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Norris §

BEFORE ME, the undersigned notary public, on this 28 day of September, 2017 personally appeared Scott J. Atlas, Secretary of Angel Bay 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/she executed the same for the purpose(s) and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



RETURN

PREFERRED ASSOCIATION MGMT CO
PO BOX 200145
AUSTIN TX 78720

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

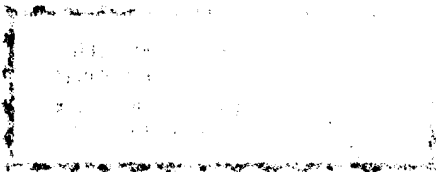
Oct 13, 2017 11:31 AM

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RODRIGUEZA: \$58.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS





THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Roger D. BERRY, Secretary of Angel Bay 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 21ST day of FEBRUARY, 2018, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, at the October 20, 2012 and January 26, 2013 Annual Meetings of the Members of the Association, the Members voted on and approved, in accordance with Article XI of the By-Laws of the Association, to amend the below Sections of Articles III and IV. The meeting minutes of such approval are attached hereto and incorporated herein as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED, the By-Laws are amended as follows:

1. Article III, Section 1 of the By-Laws is amended and restated to read as follows:

Section 1. Annual Meetings. The annual meeting of the Members of the Association shall be held on the fourth (4th) Saturday in January each year at a time and place designated by the Board of Directors or at such other date, time and place as approved by the Board of Directors.

2. Article III, Section 3 of the By-Laws, entitled "Notice of Meetings" is amended to add a paragraph at the end to read as follows:

Amendments and agenda items that are to be discussed at an annual or special meeting must be provided to the Board within

fifteen (15) days before the meeting and included in the notice to the Owners.

3. Article III, Section 5 of the By-Laws is amended and restated to read as follows:

Section 5. Quorum. The presence of Members at a meeting, in person and/or by proxy, of the members entitled to cast fifty-one percent (51%) of the total votes of the Association constitutes a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum is not present in person or by proxy at the meeting, either the presiding officer of the meeting or the Members in attendance may adjourn the meeting from time to time, without notice other than announcement at the meeting that the meeting will be reconvened until a quorum shall be present in person and/or by proxy. Any business may be transacted at any reconvened meeting that was included in the notice of the original meeting.

4. Article IV, Section 1 of the By-Laws is amended and restated to read as follows:

Section 1. Number. The affairs of the Association will be governed by a Board of Directors consisting of no less than three (3) nor more than seven (7) members of the Association.

All other provisions of the By-Laws of the Association shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution 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 CERTIFY which witness my hand this the 15th day of March, 2018.

ANGEL BAY PROPERTY OWNERS
ASSOCIATION, INC.

By: Roger D. Berry

Printed: ROGER D. BERRY

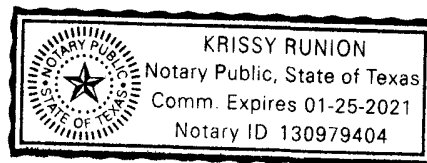
Its: Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 15th day of MARCH, 2018 by ROGER BERRY, Secretary of Angel Bay Property Owners Association, Inc. on behalf of said corporation.

[Signature]
Notary Public in and for the State of 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.



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 16, 2018 02:29 PM 2018130877
WILLIAMSJ: \$37.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Return:

PamCo
PO BOX 200145
Austin, TX 78720

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Mar 05, 2021 02:00 PM Fee: \$50.00

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FOURTH AMENDMENT
to
**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS**
for
ANGEL BAY, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

WHEREAS, Angel Bay Partners, L.P., a Texas limited partnership, as Declarant, caused the instrument entitled "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas" (the "Declaration") to be recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 1999042184, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges upon the real property described in Exhibit "A" attached thereto; and

WHEREAS, the Declaration was previously amended by instrument entitled "First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 1999072681 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further previously amended by instrument entitled "Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2001009939 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further previously amended by instrument entitled "Third Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Angel Bay, Travis County, Texas" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2002007329 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, by instrument entitled "Amended and Restated Annexation of Property into the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Angel Bay, Travis County, Texas" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2001146918, the La Isla at Angel Bay Subdivision and the Saber Annex Property (as defined therein) were annexed and subjected to the provisions of the Declaration and the jurisdiction of Angel Bay Property Owners Association, Inc. (the "Association"); and

WHEREAS, Angelisle, L.P., a Texas limited partnership [the developer of La Isla at Angel Bay Subdivision (formerly known as Angelisle Annex Property) and Saber Annex Property] was designated as a Declarant (as defined in the Declaration) on a co-equal basis with Angel Bay

Partners, Ltd., its successors and assigns, according to the "Third Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas"; and

WHEREAS, Angelisle, L.P. and Angel Bay Partners, L.P., and their respective successors and assigns, may take action as "Declarant" as defined in the Declaration; and

WHEREAS, Article XIV, Section 2, of the Declaration, entitled "Duration and Amendment", provides in pertinent part, as follows:

... Once the Declarant no longer owns a minimum of ten (10) Lots in the Subdivision, then thereafter, the Owners of two-thirds (2/3) of the total number of Lots in the Subdivision shall have the power and authority to amend this Declaration and such amendment shall become effective on the date an instrument, signed and acknowledged by the then Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision is filed for record in Travis County, Texas, so amending this Declaration.

WHEREAS, Section 209.0041 of the Texas Property Code, which became effective on September 1, 2015, provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which case the lower percentage controls; and

WHEREAS, the Declaration provides for amendment by the approval of a lower percentage of owners than the percentage set forth in Section 209.0041 of the Texas Property Code; therefore, the Declaration controls with respect to the percentage of votes necessary to effect an amendment to the Declaration; and

WHEREAS, Declarant no longer owns a minimum of ten (10) Lots in the Subdivision; and

WHEREAS, Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision desire to amend the Declaration.

NOW, THEREFORE, based upon the approval of Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision, the Declaration is amended as set forth below:

1. Article VIII, Section 1, of the Declaration, entitled "**Residential Use**" is hereby amended and restated to read as follows:

Section 1. Single Family Residential Use Only. Each Owner may use his Lot and the Primary Residence and other improvements to his Lot for single family residential, ranching and native wildlife management purposes only, provided, however, Lots 4-12, Block B, are limited to single family residential purposes only, and non-ranching or native wildlife management may be conducted on such Lots. As used in this Declaration, "single family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not),

commercial use (whether for profit or not), industrial use, apartment homes, duplex, multi-family dwellings, hospitals, clinics, transient housing, hotels, motels, tourist home, rooming house, renting or leasing of a room(s) in the Primary Residence or Guest House on a Lot, boarding house or Short Term Rentals (as defined in this Declaration) and such uses are expressly prohibited. Notwithstanding the foregoing, it is permissible for an Owner or resident to utilize the Primary Residence or Guest House on a Lot for a home office, as long as there are no clients, customers, employees or the like who go to the Lot for any business, professional, or commercial related purpose on any regular basis, and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

No room(s) in the Primary Residence on a Lot and no space in any other structure on a Lot may be leased or rented, however, this section shall not preclude a Lot from being leased or rented in its entirety as a single residence to one (1) single family unit or person in accordance with Article XIV, Section 8 of this Declaration. No Primary Residence, Guest House, building, garage, outbuilding, or structure on a Lot may be used as income property unless leased in accordance with this Declaration. Any use of a Lot, Primary Residence, or Guest House on a Lot that requires that the Owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Lot for non-single family residential purposes and constitutes a business use of the Lot in violation of this section.

This paragraph does not apply to (i) Owners who are all related to the same Owner within the 2nd degree of consanguinity or affinity or (ii) an Owner that is a business entity under the Texas Business Organizations Code or any similar statute of another state, whose co-owners, organizers, managers, partners, members, shareholders or business associates (collectively, "Organizer(s)") are all related to the same Organizer within the 2nd degree of consanguinity or affinity. No Lot shall be made subject to any type of time-sharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of time. No Lot shall be used in a manner in which an Owner that is a business entity under the Texas Business Organizations Code or any similar statute of another state allows the business entity's Organizer(s) or guest(s) to live on the Lot for a time period that is less than one hundred eighty (180) consecutive days in exchange for any consideration or benefit, including but not limited to a fee, service, gratuity or emolument.

Unless otherwise approved in writing by the Board of Directors, not more than two (2) bona fide full time, live-in domestic workers are permitted to reside on a Lot. Such domestic workers may include, by way of example, a gardener, cook, nanny, or driver. Minor children of the domestic workers are permitted to reside on the Lot with the domestic worker parent.

This section shall not apply to the Common Area, any unrestricted reserve or reserves, or property designated for commercial development as shown on any plat or map of the Property, or any amendment thereto.

2. Article XIV, Section 8, of the Declaration, entitled “**Leasing**”, is added to read as follows:

Section 8. Leasing. The term “lease” as used herein means any type of agreement or arrangement which provides to a person(s) or entity(s) other than the Owner of the Lot the use of and right to possess a Lot and/or the Primary Residence or Guest House on a Lot. A Lot and/or the Primary Residence or Guest House on a Lot may be leased for single family residential purposes only. Single family residential purposes specifically prohibits leasing the Lot to more than one single family unit. Single family residential purposes requires the intent to occupy the Lot and the single-family residential dwelling on the Lot for the entire term of the lease. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required, however, a “month-to-month” lease is allowed if the lessee(s) is the same person(s) who signed the original lease. The Association’s Board of Directors does not have the authority to and will not approve or disapprove any lease.

A lease to persons who do not comprise a single family unit is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire Lot and the entire single-family residential dwelling situated on the Lot. An Owner may not lease a room or any portion less than the entire Lot and the entire Primary Residence and Guest House on the Lot. The lessee(s) of a Lot is not permitted to sublease the Lot or the Primary Residence or Guest House on the Lot or any portion thereof.

A lease must be in writing. Leasing the Lot and/or the Primary Residence and Guest House on a Lot does not relieve the Owner of the Lot from the obligation to comply with this Declaration and/or the Association’s Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to this Declaration and the Association’s Dedicatory Instruments. There may only be one lease for a Lot (including the Primary Residence and Guest House on the Lot) at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing a copy of the lease to the Association. Upon written demand of the Association, the Owner of the Lot must provide to the Association, within fourteen (14) business days of the date such written demand is mailed, the name(s) and phone number(s) for all lessees of a Lot and/or Primary Residence and Guest House on a Lot who have reached the age of at least eighteen (18) years.

Short Term Rentals are expressly prohibited. A Short Term Rental is defined as any type of lease, agreement, or arrangement which provides to a person or entity

other than the Owner of the Lot the use of and the right to possess the Lot and/or the Primary Residence and Guest House on the Lot for less than one hundred eighty (180) consecutive days in exchange for any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

The Association may, after the notice required by law, if any, is given, levy a fine on the Owner of the Lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this Section 8. This fining provision supersedes any conflicting provision in any fining policy adopted by the Association.

In the event of a violation of this Section 8, the Association may exclude an Owner's tenant(s) or lessee(s) from vehicular access to any private street(s) owned by or under the jurisdiction of the Association and any such tenant or lessee will not be given access to the Association's Common Areas, including, but not limited to, the Association club house and boat ramp.

It is not the intention of this Section 8 to exclude from a Lot or the Primary Residence or Guest House on a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.

The provisions regarding leasing contained herein will not preclude: (A) the Association or an institutional lender from leasing the Primary Residence and Guest House on a Lot upon taking title following foreclosure of its security interest in the Lot and Primary Residence and Guest House or upon acceptance of a deed in lieu of foreclosure, or (B) the seller or transferor of a Lot from leasing back the Primary Residence and Guest House on such Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Lot and Primary Residence and Guest House.

The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify this Section 8 and any such rules, guidelines or policies will have the same force and effect as if stated in this Declaration.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

[Signature page follows.]

IN WITNESS WHEREOF, the President and Secretary of Angel Bay Property Owners Association, Inc. hereby execute this Amendment confirming that it has been approved by Owners of not less than two-thirds (2/3) of the total number of Lots in the Subdivision to be effective upon its filing of record in the Official Public Records of Real Property of Travis County, Texas.

DATED this 2nd day of February, 2021.

ATTEST:

ANGEL BAY PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature]

Printed: Jeffrey J. Rice

Its: Secretary

By: [Signature]

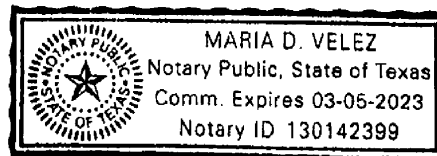
Printed: James A. Reese

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 2 day of February, 2021, personally appeared James A. Reese, President of Angel Pay Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Dec 09, 2021 01:13 PM Fee: \$38.00

2021269789

Electronically Recorded

MANAGEMENT CERTIFICATE

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, being an Officer of Angel Bay Property Owners Association, Inc. (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision is Angel Bay (the "Subdivision Development").
2. The name of the Association is Angel Bay Property Owners Association, Inc. (the "Association").
3. The recording data for the Subdivision Development is as follows:

Angel Bay, a subdivision in Travis County, Texas, according to the Map or Plat thereof, recorded at Document No. 199900173 in the Plat Records of Travis County, Texas.

4. The recording data for the declaration applicable to the Subdivision Development, and all amendments thereto, is as follows:

Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded at Document No. 1999035407 in the Official Public Records of Travis County, Texas.

Non-Point Source Pollution Restrictive Covenant for Angel Bay Subdivision, recorded at Document No. 1999035408 in the Official Public Records of Travis County, Texas.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded at Document No. 1999037847 in the Official Public Records of Travis County, Texas.

Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded at Document No. 1999042184 in the Official Public Records of Travis County, Texas.

First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 1999072681 in the Official Public Records of Travis County, Texas.

Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 2001009939 in the Official Public Records of Travis County, Texas.

Annexation of Property into the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 2001077343 in the Official Public Records of Travis County, Texas.

Amended and Restated Annexation of Property into the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 2001146918 in the Official Public Records of Travis County, Texas.

Third Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 2002007329 in the Official Public Records of Travis County, Texas.

By-laws of Angel Bay Property Owners Association, Inc., recorded as Document No. 2002049502 in the Official Public Records of Travis County, Texas.

Boat Docks License Agreement, recorded as Document No. 2007046389 in the Official Public Records of Travis County, Texas.

Angel Bay POA Community Manual, recorded as Document No. 2011191950 in the Official Public Records of Travis County, Texas.

Payment Plan Policy for Angel Bay Property Owners Association, Inc., recorded as Document No. 2017164592 in the Official Public Records of Travis County, Texas.

Certificate of Secretary Regarding Amendment to By-Laws for Angel Bay, recorded as Document No. 2018130877 in the Official Public Records of Travis County, Texas.

Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc., recorded as Document No. 2019068011 in the Official Public Records of Travis County, Texas.

Certificate of President of Angel Bay Property Owners Association, Inc. Regarding Amendment to By-Laws of Angel Bay Property Owners Association, Inc., recorded as Document No. 2020004435 in the Official Public Records of Travis County, Texas.

Fourth Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded as Document No. 2021046858 in the Official Public Records of Travis County, Texas.

5. The name and mailing address of the Association is:

Angel Bay Property Owners Association, Inc.
c/o Preferred Association Management Company
700 Market Street, Building 3
Cedar Park, TX 78613

6. The name, mailing address, telephone number, and email address of the person or entity managing the Association is:

Preferred Association Management Company
700 Market Street, Building 3
Cedar Park, TX 78613
Tel: (512) 918-8100
Email: pamco@pamcotx.com

7. The website address at which the Association's dedicatory instruments are available in accordance with Section 207.006 of the Texas Property Code is <https://pamcotx.com/>.

8. The following described fees are charged by the Association in relation to a property transfer in the Subdivision Development:

Transfer Fee (paid at close)	\$200.00
Resale Disclosure (TREC Form)	\$575.00
Statement of Account 1 business days Rush Fee	\$150.00
Statement of Account 2 business days Rush Fee	\$100.00
Statement of Account 3 business days Rush Fee	75.00

Resale Disclosure 1 business days Rush Fee	\$150.00
Resale Disclosure 2 business days Rush Fee	\$100.00
Resale Disclosure 3 business days Rush Fee	\$75.00
Multi-Product Order 1 business days Rush Fee	\$150.00
Multi-Product Order 2 business days Rush Fee	\$100.00
Multi-Product Order 3 business days Rush Fee	\$75.00
Lender Questionnaire 1 business days Rush Fee	\$150.00
Lender Questionnaire 2 business days Rush Fee	\$100.00
Rush Existing Order (*Add this fee to Rush Fees)	\$75.00
Statement of Account Update from 1 to 14 days	\$0.00
Statement of Account Update from 15 to 45 days	\$50.00
Statement of Account Update from 46 to 90 days	\$50.00
Refinance Statement of Account Update from 1 to 14 days	\$0.00
Refinance Statement of Account Update from 15 to 45 days	\$50.00
Refinance Statement of Account Update from 46 to 90 days	\$50.00
Resale Disclosure Update from 1 to 14 days	\$0.00
Resale Disclosure Update from 15 to 45 days	\$50.00
Resale Disclosure Update from 46 to 90 days	\$50.00
Lender Questionnaire Update from 1 to 31 days	\$25.00
Premier Resale Package (TREC Form, Statement of Account, and Association Documents)	\$375.00
"Resale Disclosure (TREC Form) and Complete Association Documents Package"	\$375.00
Statement of Account Only (No Assoc Docs)	\$175.00
Owner's Account Statement (REQUIRED FOR REFIs!)	\$100.00
Premier Lender Questionnaire Bundle (Best Value!)	\$200.00
Standard Lender Questionnaire Package	\$175.00
"Bank Owned Property Package (REQUIRED FOR FORECLOSED PROPERTIES)"	\$375.00
Statement of Account	\$175.00
Refinance Statement of Account	\$100.00
Resale Disclosure	\$175.00
"Lender Questionnaire"	\$150.00
Custom Questionnaire Fee (*Add this fee to Questionnaire Fee)	\$50.00
Appraiser Questionnaire	\$25.00
Documents:	
Annual Board Meeting Minutes	\$15.00
Articles of Incorporation	\$25.00
Budget	\$25.00
Bylaws	\$25.00
Current Unaudited Financial Documents	\$15.00
Declaration-CC&Rs	\$25.00
Important Information	\$0.00
Insurance Dec Page	\$25.00
Rules and Policies	\$15.00
Unit Ledger	\$25.00
Utility Bill	\$0.00
W-9	\$0.00

This Management Certificate is effective as of the 18 day of November, 2021.

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC., a
Texas nonprofit corporation

By: [Signature]
Name: Douglas
Title: AGENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on 18 day of November, 2021, by
Douglas, Registered Agent for Angel Bay Property Owners
Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



[SEAL]

[Signature]
Notary Public Signature

AFTER RECORDING RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD., LLP
4301 Westbank Dr. A-150
Austin, Texas 78746

MANAGEMENT CERTIFICATE
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Sep 28, 2023 01:23 PM Fee: \$ 142.00

2023111286

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Angel Bay Property Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2019068011, 2022055853, 2023021215 and 2023034086 (the "Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **First Amended and Restated Bylaws of Angel Bay Property Owners Association, Inc.**

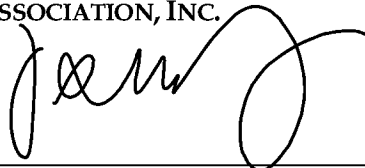
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental 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 Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 28th day of September, 2023.

**ANGEL BAY PROPERTY OWNERS
ASSOCIATION, INC.**

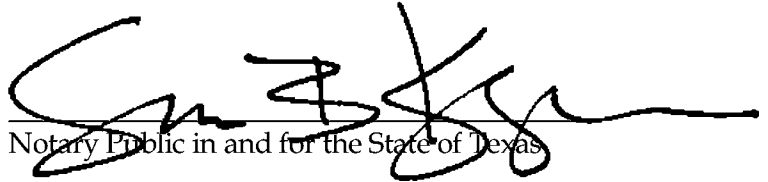
By:

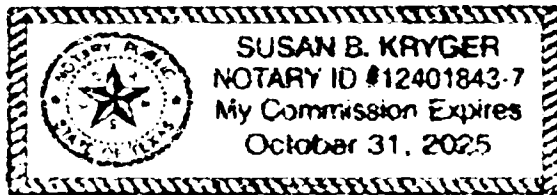


Isabella L. Vickers, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of September, 2023 personally appeared Isabella L. Vickers, authorized representative of Angel Bay 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 purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



FIRST AMENDED AND RESTATED BYLAWS
OF
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

After Recording Please Return To:

Jane W. Janeczek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

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**FIRST AMENDED AND RESTATED BYLAWS OF
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.**

These First Amended and Restated Bylaws of Angel Bay Property Owners Association, Inc. are adopted on the date hereinafter set forth by the Members of Angel Bay Property Owners Association, Inc. (the “**Members**”);

WHEREAS, the By-laws of Angel Bay Property Owners Association, Inc. were recorded on March 15, 2002, under Clerk’s File No. 2002049502 in the Official Public Records of Travis County, Texas (the “**Original Bylaws**”);

WHEREAS, the Original Bylaws were previously amended by that instrument recorded on August 16, 2018, under Clerk’s File No. 2018130877 in the Official Public Records of Travis County, Texas (the “**First Amendment**”);

WHEREAS, the Original Bylaws were further amended by that instrument recorded on January 10, 2020, under Clerk’s File No. 2020004435 in the Official Public Records of Travis County, Texas (the “**Second Amendment**”);

WHEREAS, the Original Bylaws were further amended by that instrument recorded on March 2, 2023, under Clerk’s File No. 2023021215 in the Official Public Records of Travis County, Texas (the “**Third Amendment**”);

WHEREAS, the Original Bylaws, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to herein as the “**Prior Bylaws**”;

WHEREAS, pursuant to Article XI of the Prior Bylaws, the Members have the authority to amend the Prior Bylaws by a vote of a majority of a quorum of Members present, either in person or by proxy, at a regular or special meeting of the Members; and

WHEREAS, these First Amended and Restated Bylaws of Angel Bay Property Owners Association, Inc. (hereinafter, these “**Bylaws**”) were approved by at least a majority of a quorum of Members present, either in person or by proxy, at a regular or special meeting of the Members, as evidenced by the certification of the secretary of the Angel Bay Property Owners Association, Inc., attached to and incorporated in these Bylaws for all purposes by this reference (“**Attachment #1**”).

NOW, THEREFORE, pursuant to the authority granted to the Members in the Prior Bylaws, the Members hereby amend and restate the Prior Bylaws in their entirety and replace them with these Bylaws, as follows:

ARTICLE I. NAME, PRINCIPAL OFFICE, DEFINITIONS AND PROPERTY

A. Name

The name of the Association is Angel Bay Property Owners Association, Inc. (the “**Association**”).

B. Principal Office

The principal office of the Association is located in Travis County, Texas, or a county adjacent to Travis County, Texas, as may be designated by the Board from time to time.

C. Definitions

The capitalized terms used in these Bylaws have the same meaning as set forth in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas, recorded in the Official Public Records of Travis County, Texas on June 3, 1999, under Clerk's File No. 1999042184, as amended, renewed, or extended from time to time (collectively, the "***Declaration***"), unless otherwise specified in these Bylaws.

D. Property

The property affected by these Bylaws is the property described in **Exhibit "A"** of the Declaration, and any other property which is subsequently annexed and made subject to the authority of the Association.

**ARTICLE II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM,
VOTING, PROXIES**

A. Membership

As of the filing of these Bylaws, there is one class of membership, being the Class A membership. Notwithstanding the foregoing, Class B membership may be reinstated upon certain conditions being met, as more fully set forth in the Declaration and specifically incorporated in these Bylaws by this reference.

B. Place of Meetings

Meetings of the Association may be held (i) at the principal office of the Association, (ii) by virtual or telephonic means, in which case the access information for the virtual or telephonic meeting is the "place" of the meeting, or (iii) at such other suitable place convenient to the Members as may be designated by the Board. If the meeting is held by virtual or telephonic means, the telephone, equipment, or other system must permit each person participating in the meeting to communicate with all other persons participating in the meeting.

C. Annual Meetings and Special Meetings

Regular annual meetings will be set by the Board. The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Members if so directed by a resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least 20% of the total Class A votes of the Association. Directors to be elected by the membership may be elected at the annual meeting, at a special meeting of Members called for that purpose, or prior to the annual meeting or special meeting, as determined by the Board.

D. Notice of Meetings

Written or printed notice stating the purpose, place, day, and hour of any meeting of the Members must be delivered, either personally or by mail, email, fax, or other electronic media, to each Member not less than 10 nor more than 60 days before the date of such meeting by or at the direction of the President, the Secretary, or the officers calling the meeting. No business may be transacted at a special meeting except as stated in the notice.

Notice to a Member by email or facsimile must be sent to the email address or facsimile number provided to the Association in writing or by email by that Member. If emailed, the notice of meeting is deemed to be delivered as of the date and time shown on a confirmation that the email was successfully transmitted. If faxed, the notice of meeting is deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his or her address as it appears on the records of the Association. One notice, addressed to multiple Members at the same address, will suffice if more than one Member resides at any address. For any given meeting, the Board may use any combination of the alternative methods for providing notice to the Members.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association will be determined on the date the notice of meeting is first given.

E. Notice of Action Taken Without a Meeting

For an election or vote of Members not taken at a meeting, the Association must give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice must be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

F. Waiver of Notice

Waiver of notice of a meeting of the Members is deemed the equivalent of proper notice. Any Member may, in writing or by email to the Association, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, is deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Further, casting a vote by any means authorized in these Bylaws by a Member on any issue to be voted upon at the meeting is deemed a waiver by such Member of notice of the meeting. Attendance at a meeting is also deemed a waiver of notice of all business transacted thereat unless an objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing or by email before the business is put to a vote.

G. Adjournment of Meetings

If any meeting of the Members cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person or by proxy, may adjourn the meeting, without notice other than an announcement at the meeting that the meeting will be reconvened until a quorum is present, in

person or by proxy. The meeting may be reconvened immediately after adjournment or thereafter, provided, however, that the reconvened meeting is called on a date not more than 60 days from the date on which the original meeting was called. The date, time, and place of the reconvened meeting must be announced at the time the previous meeting is adjourned; notice, as provided in Section D above, is not required. At each subsequent reconvened meeting, the quorum requirement will be 1/2 of the quorum required at the previously adjourned meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called meeting by proxy, or by any means authorized in these Bylaws, on issues to be considered at the meeting are valid and may be counted at the reconvened meeting; provided that a Member who cast a vote on an issue by proxy or by any means authorized in these Bylaws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his vote by attending the reconvened meeting in person, by submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or by changing the Member's vote by any means for voting authorized in these Bylaws.

Any business which might have been transacted at the meeting originally called may be transacted at the reconvened meeting without further notice, provided that any action taken is approved by at least a majority of all of the Members present, in person or by proxy, at such reconvened meeting. If less than 20% of the total membership is present, in person or by proxy, at the reconvened meeting, then any action must be approved by at least 2/3 of such Members present.

H. Voting

The voting rights of the Members are as set forth in the Declaration, and such voting rights provisions are specifically incorporated in these Bylaws by this reference. At the option of the Board, Members may vote by any one or more of the following methods, as may be established in a policy adopted by the Board: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) by any other process approved by the Board of the Association. Facsimile proxies will be valid. The Association is not required to provide a Member with more than one voting method; provided, however, that a Member must be permitted to vote by absentee ballot or proxy. Electronic voting or voting by secret ballot will be valid pursuant to rules and regulations promulgated by the Board. At any election where there are an equal number of or fewer nominees than there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. At all meetings of the Members, all questions, except those the manner of which is otherwise expressly governed by statute, by the Articles of Incorporation of the Association, or by these Bylaws, will be decided by the vote of a plurality of the Members of the Association present in person or by proxy and entitled to vote, a quorum being present. At all meetings of the Association, cumulative voting is prohibited. Any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that purpose.

Votes cast by Members must be in writing and signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board, (iii) on a proposed adoption or amendment of a Dedicatory Instrument (as that term is defined by the Texas Property Code),

(iv) on a proposed adoption of a special assessment, or (v) on the proposed removal of a Board member. Electronic votes constitute written and signed ballots.

Section 1. Proxies

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if proxies will be distributed prior to a vote on any issue to be voted upon by the Members. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. All proxies are revocable and will automatically cease upon (i) the conveyance by the Member of the Member's interest in the Property; (ii) the receipt of written notice by the Secretary of the Association of the death or judicially declared incompetence of a Member; (iii) the receipt of a written revocation of a Member's proxy; or (iv) the expiration of 11 months from the date the proxy was signed. In the case of a Member's execution of more than one proxy, the proxy with the latest date is valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time, if specified in the notice of meeting, are not valid. Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

Section 2. Absentee Ballots

Subject to the limitations above, the Board is vested with the authority to determine, in its sole discretion, if Members may vote by absentee ballot on any issue to be voted upon by the Members under these Bylaws. A solicitation for votes by absentee ballot must include:

- a. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- b. Instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. The following language: "By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that, if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

Section 3. Electronic Ballots

The Board is vested with the authority to determine, in its sole discretion, if Members may vote by means of electronic ballot on any issue to be voted upon by the Members under these Bylaws. Electronic ballot means a ballot given by e-mail, by facsimile, or by posting on an Internet website for which the identity of the Member submitting the ballot can be confirmed and for which the Member may receive a receipt of the electronic transmission and a receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting must be sent to each Member, which notice must contain instructions on obtaining access to the posting on the website. The Board may adopt an electronic voting policy.

To be valid, any vote cast by a Member by absentee ballot or by electronic ballot must be received by the Association by the date and time specified in the notice of meeting or, if no date and time is specified as to receipt of such ballots, by midnight of the day before the date of the scheduled meeting.

I. Majority

As used in these Bylaws, the term “majority” means those votes, Members, or other group as the context may indicate totaling more than 50% of the total eligible votes, Members, or other group, as applicable.

J. Quorum

Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing 51% of the total eligible votes in the Association constitutes a quorum at all meetings of the Association. If the required quorum is not present, another meeting may be called as provided in these Bylaws, and the required quorum at the subsequent meeting as provided in these Bylaws will be satisfied by those Members in attendance in person or by proxy. No such subsequent meeting may be held more than 60 days following the initial or first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

K. Conduct of Meetings

The President or his/her designee will preside over all meetings of the Association, and the Secretary or his/her designee will keep the minutes of the meeting and record in a minute book all resolutions adopted and motions approved at the meeting and all transactions occurring at the meeting.

ARTICLE III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

This Article may not be amended without the express written consent of the Class B Membership as long as the Class B Membership exists.

A. Composition and Selection

Section 1. Governing Body; Composition

The affairs of the Association are governed by a Board of Directors (the “**Board**”). The members of the Board will each have one vote. Notwithstanding anything contained in these Bylaws to the contrary, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a director (whether elected by the Class B Member or the Class A Members) was convicted of a felony or crime of moral turpitude not more than 20 years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board and is automatically considered removed from the Board and prohibited from future service on the Board.

So long as Class B Membership exists, Board members are not required to be Members; however, after Class B Membership ceases to exist, all directors must be Members, and at least 2/3 of the directors must reside in Primary Residences within the Property. In the case of a Member that is a corporation or other entity, the person designated in writing or by email by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or other entity is eligible to serve as a director. With the exception of Declarant, not more than one representative of a corporation or other entity may serve on the Board at any given time.

A person may not serve on the Board if the person cohabits at the same Primary Residence with another Board member.

Section 2. Election of Directors; Terms

3. Term

The term of office of each director position up for election by the Members is three years from the date of the announcement of the results of such election, with the understanding that a director may be reelected for additional three-year terms. Each director will continue to hold office until his/her successor is appointed or elected and qualified. In the event the number of directors increases, as provided for in these Bylaws, (i) if the Board is comprised of three directors, at no time will more than one director be added to the same elected term; (ii) if the Board is comprised of four, five, or six directors, at no time will more than two directors be added to the same elected term; and (iii) if the Board is comprised of seven directors, at no time will more than three directors be added to the same elected term.

b. Tie Breaking

Notwithstanding anything contained in these Bylaws to the contrary, in an election of directors by Members other than the Class B Members, in which election there are more candidates than vacant positions and where two or more candidates receive the same number of votes resulting in a tie and a method is needed to break the tie, the winner of the election will be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes will be written on separate pieces of paper by the presiding officer of the meeting; the pieces of paper will be folded by the presiding officer and placed in a container provided by the then-serving Board; the presiding officer will ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container, and the person whose name is picked will be declared the winner of such election).

Section 3. Right to Disapprove Actions

If Class B Membership exists, the Class B Member has the right to disapprove actions of the Board and any Board committee, as is more fully provided in this Section. This right is exercisable only by the Class B Member, its successors, and assigns who specifically take this power in a recorded instrument. This right to disapprove is as follows:

No action authorized by the Board of Directors of a Board elected by the Members, or any Board committee will become effective, nor will any action, policy, or program be implemented until and unless:

- a. The Class B Member has been given written notice of all meetings and proposed actions to be considered at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Class B Member has registered with the Secretary of the Association, as it may change from time to time. Notwithstanding anything contained in these Bylaws to the contrary, for so long as there is one director who has been appointed by the Class B Member, the notice required in this provision is deemed to be satisfied via the notice of meeting provided to the directors; and
- b. The Class B Member has been given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. The Class B Member, its representatives or agents, will make its concerns, thoughts, and suggestions known to the members of the Board. The Class B Member has and is granted a right to disapprove any such action, policy, or program authorized by the Board and to be taken by the Board, the Association, or any individual Member of the Association for which Board or Association approval is necessary for such action. This right may be exercised by the Class B Member, its representatives or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. The Class B Member may not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations as much as possible.

Section 4. Number of Directors

The number of directors in the Association may be not less than three nor more than seven. The number of directors may be increased or decreased within the parameters set forth above by unanimous written consent of the directors, without the approval of the Members. A decrease in the number of directors elected by the Class A Members may not cut short a sitting director's term of office without that director's written consent. An increase in the number of directors to be elected by the Class A Members will be effectuated at the next annual or special meeting of the Members where the increased positions on the Board will be filled by a vote of the Members as provided in these Bylaws for the election of directors, and further provided that the terms of the directors will be staggered.

Section 5. Nomination of Directors

Except for directors selected by the Class B Member, the Board may establish a Nominating Committee consisting of a chairperson, who must be a member of the Board, and three or more Members in Good Standing (as defined below). The Nominating Committee must make as many nominations for election to the Board as it receives in qualified nominees, provided, however, that nominations from the floor in a Board member election are not permitted.

For purposes of these Bylaws, “***Member in Good Standing***” means a Member who (a) is not delinquent in the payment of any assessment against the Member’s Lot or any interest, late charges, costs, or reasonable attorney’s fees added to such assessment under the provisions of the Dedicatory Instruments or as provided by law, (b) is not delinquent in payments made pursuant to a payment plan for assessments, (c) has not caused damage to the Common Area, (d) does not have any condition on his Lot which violates any Dedicatory Instrument which has progressed to the stage of a written notice from the Board or its representative to the Owner of the Owner’s right to request a hearing to be held by the Association, or beyond, and which remains unresolved as of the date of determination of the Member’s standing, (e) has not failed to pay any fine levied against the Member or the Member’s Lot pursuant to the Dedicatory Instruments, and (f) has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one occupant of a particular dwelling does not qualify as a Member in Good Standing, then no occupant of such dwelling will be considered a Member in Good Standing. Additionally, if an Owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such Owner will not qualify as a Member in Good Standing as to any Lot owned by the Owner.

Regardless of whether a Nominating Committee is formed, Members may also nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board, as required by these Bylaws.

Section 6. Removal of Directors and Vacancies

A vacancy of a director position elected by the Members created prior to the expiration of the director’s term may be filled by the affirmative vote of the majority of the remaining directors, regardless of whether that majority is less than a quorum. A director so appointed to fill a vacancy is appointed for the unexpired term of the director’s predecessor in office. A vacancy of a director position appointed by Declarant will be filled by Declarant appointment.

Any director elected by the Class A Members may be removed, with or without cause, by the vote of Members holding a majority of the total Class A votes. Any director whose removal is sought must be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor will then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director. Any director appointed by the Class B Member may only be removed by the Class B Member.

B. Meetings

Section 1. Organizational Meetings

The first meeting of the Board following each annual meeting of the Members will be held within 60 days thereafter at such time and place as fixed by the Board.

Section 2. Board Meetings; Action Outside of Meeting

A Board meeting means a deliberation among a quorum of the voting directors or among a quorum of the voting directors and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of

a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

Regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session for the purpose of discussing one or more of the topics listed in Article III, B, Section 9. Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the President may limit the time any Member may speak.

An open Board meeting may be held by electronic or telephonic means, provided that (i) each director may hear and be heard by every other director, (ii) all Members in attendance at the meeting may hear all directors (except if adjourned to closed executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a director to participate.

Action Outside of a Meeting, Generally:

1. Subject to subsection 2, below, the Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Members if each director is given a reasonable opportunity to express the director's opinion to all other directors and to vote. Any action taken without notice to the Members, including estimations of expenditures approved at the meeting, must be summarized orally and documented in the minutes of the next regular or special Board meeting.

Action Outside of a Meeting Prohibited:

2. Notwithstanding subsection 1, above, the Board may not consider or vote on any of the following issues except in an open Board meeting for which prior notice was given to all Members:
 - a. Fines;
 - b. Damage assessments;
 - c. Initiation of foreclosure actions;
 - d. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
 - e. Increases in assessments;
 - f. Levying special assessments;
 - g. Appeals from a denial of architectural approval;

- h. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
- i. Lending or borrowing money;
- j. The adoption or amendment of a Dedicatory Instrument;
- k. The approval of an annual budget or the approval of an amendment of an annual budget;
- l. The sale or purchase of real property;
- m. The filling of a vacancy on the Board;
- n. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements;
- o. The election of an officer; and
- p. Matters requiring the expenditure of \$10,000.00 or more of Association funds.

Section 3. Notice of Meetings

Notice to the Members and directors of the date, hour, place, and general subject of regular or special open Board meetings, including instructions for Members to access any communication method utilized for the Board meeting and a general description of any matter to be brought up for deliberation in executive session, must be:

- a. mailed to each Member and director not later than the 10th day nor earlier than the 60th day before the date of the meeting; or
- b. provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special Board meeting:
 - (i) by posting in a conspicuous manner reasonably designed to provide notice to the Members and directors:
 - 1. in a place located on the Common Area, or on a Member's property with that Member's consent, or other property within the Subdivision; *or*
 - 2. on any internet website available to the Members that is maintained by the Association or by a management company on behalf of the Association; *and*

- (ii) by sending notice by e-mail to each Member and director who has registered an email address with the Association.

It is the Member's and director's duty to keep an updated e-mail address registered with the Association.

If the Board recesses to continue the meeting the following regular business day and the recess is taken in good faith and not to circumvent this provision, the Board is not required to post notice of the continued meeting. If the meeting is continued to the next business day and the Board again continues the meeting to a third and subsequent day, the Board must give notice of the continuation in at least one of the manners described in Article III, B, Section 3 (a) or (b) of these Bylaws within two hours after adjourning the meeting being continued.

Section 4. Special Meetings

Special meetings of the Board will be held when called by written notice issued at the request of the President of the Board or by written resolution of a majority of a quorum of the Board. Notice must be given to the Members as provided in Article III, B, Section 3 (a) or (b) of these Bylaws.

Section 5. Waiver of Notice of Meeting by Director

The transaction of any meeting of the Board, however called and noticed or wherever held, is as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent by a director need not specify the purpose of the meeting. Notice of a meeting is also deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 6. Quorum of Board of Directors

At all meetings of the Board, a majority of the directors present in person or by proxy constitutes a quorum for the transaction of business, and the votes of a majority of the directors present, in person or by proxy, at a meeting at which a quorum is present constitute the decision of the Board. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting subject to the notice requirements set forth in these Bylaws. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Compensation

No director may receive any compensation from the Association for acting as a director unless approved by Members representing a majority of the total Class A votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 8. Conduct of Meetings

The President, or his/her designee, will preside over all meetings of the Board, and the Secretary, or his/her designee, will keep a minute book of the meetings of the Board and will record in the minute book all resolutions adopted and motions approved by the Board and all transactions and proceedings occurring at such meetings.

Section 9. Executive Session

The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and by agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of all expenditures approved in executive session.

C. Powers

Section 1. Powers

The Board is responsible for the affairs of the Association and has all of the powers necessary for the administration of the Association's affairs.

The Board may delegate to one or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, by Texas law, or by any resolution of the Board that may hereafter be adopted, the Board has the power to perform or cause to be performed, the following, by way of example, but not limitation:

- a. preparing and adopting annual budgets;
- b. making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for special assessments;
- c. collecting assessments, depositing the proceeds thereof in a bank depository that it approves, and using the proceeds to operate the association; provided that any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- d. providing for the operation, care, upkeep, and maintenance of all Common Areas, including entering into contracts to provide for such operation, care, upkeep, and maintenance;

- e. making or contracting for the making of repairs, additions, and improvements to, or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- f. designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- g. making and amending rules and regulations without the approval of any other party, provided, however, that any such rules and regulations which are not required or made necessary by Texas law, or changes thereto, require the vote of a majority of the Members;
- h. promulgating, implementing, and collecting fines for violations and collecting fees related to the enforcement of the rules and regulations, the Declaration, and all Dedicatory Instruments for the Subdivision;
- i. opening bank accounts on behalf of the Association and designating the signatories required;
- j. enforcing by legal means the provisions of the Dedicatory Instruments and bringing or defending any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- k. obtaining and carrying insurance against casualties, liabilities, and expenses with policy limits, coverage, and deductibles as deemed reasonable by the Board and paying the premium cost thereof;
- l. paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- m. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- n. maintaining a membership register reflecting, in alphabetical order, the names, property addresses, mailing addresses, and email addresses of all Members;
- o. making available upon request to any prospective purchaser, any Owner, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, these Bylaws, rules governing such property, and all other

books, records, and financial statements of the Association for a reasonable charge; and making copies thereof available for a reasonable charge;

- p. permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;
- q. compromising, participating in litigation or mediation, submitting to arbitration, releasing with or without consideration, extending time for payment, and otherwise adjusting any claims in favor of or against the Association;
- r. commencing or defending any litigation in the Association's name with respect to the Association or any Association property; and
- s. regulating the use, maintenance, repair, replacement, modification, and appearance of the Subdivision.

Section 2. Management

The Board may employ for the Association a professional management agent or agents to perform duties and services authorized by the Board for reasonable compensation established by the Board.

Section 3. Accounts and Reports

The following management standards of performance must be followed unless the Board, by resolution, specifically determines otherwise:

- a. Accrual or cash accounting, as defined by generally accepted accounting principles, must be employed.
- b. Accounting and controls must conform to generally accepted accounting principles.
- c. Cash accounts of the Association may not be commingled with any other accounts.
- d. No remuneration without full disclosure and prior agreement of the Board, or as contained in a written management contract, may be accepted by the Association's management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise.
- e. Any financial or other interest that any director or the Association's management agent may have in any firm providing goods or services to the Association must be disclosed promptly to the Board.

- f. Commencing at the end of the month in which the first Lot is sold and closed, financial reports may be prepared for the Association monthly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding month on an accrual or cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding month;
 - (iii) a variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;
 - (iv) a balance sheet as of the last day of the preceding month; and
 - (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.
- g. An annual report consisting of at least the following must be prepared as soon as practicable after the close of the fiscal year and made available to all Members at the next annual meeting of Members: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report may be prepared on an audited or reviewed basis by an independent, certified public accountant, as determined by the Board.

Section 4. Borrowing

The Board may borrow money for the purpose of maintenance, repair, or restoration of the Common Areas, or for any other proper purpose with the approval of a majority of the Members of the Association. The Board, on behalf of the Association, may pledge the Association’s assessments and assign the Association’s lien rights as collateral for any loan obtained by the Board on behalf of the Association.

Section 5. Rights of the Association

With respect to the Common Areas and in accordance with the Articles of Incorporation and the Declaration, the Board may contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right entitles the Board to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other neighborhood owner or resident associations, both within and without the Property. Such agreements require the consent of a majority of the total number of non-interested directors of the Board, whether or not a quorum of non-interest directors exists.

The Association is not bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) unless such contract, lease, or other agreement contains a right of termination exercisable by the Association, with or without cause and with 30

days written notice, as provided in the Declaration. Such notice of termination must be submitted in writing, with receipted delivery confirmation, to all parties to the contract, lease, or other agreement.

Section 6. Enforcement

After notice and an opportunity to be heard, if same is required by law, the Board may impose reasonable fines and may suspend an Owner's right to use the Common Areas for a violation of any duty imposed under the Dedicatory Instruments; provided, however, nothing in these Bylaws authorizes the Association or the Board to limit ingress and egress to or from a Lot. In addition, the Board may suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than 30 days delinquent in paying any assessment due to the Association. In the event that an occupant or Owner violates the Dedicatory Instruments and a fine is imposed, the fine will be assessed against the occupant or Owner; provided, however, if the fine is initially assessed against the occupant and is not paid by the occupant within the time period set by the Board, the Owner must pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Dedicatory Instruments is not deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner must pay to the Association certain charges and assessments, including charges and assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, the charges and assessments, as well as interest as specified in the Declaration, will be assessed against the Owner and the Lot and will become part of the assessments due on the Lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, the rules and regulations, the Guidelines, or the Board policies will be assessed against the Owner and the Lot and will become part of the assessments due on the Lot. Such costs, expenses, and fees include:

- a. actual expenses, including attorney's fees and court costs;
- b. a Late Processing Fee, set by the Board, which may be assessed for any account that has an unpaid balance on or after 30 days after the due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- c. a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- d. a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due is made at the time of payment, to offset the additional processing costs incurred;
- e. an Administrative Fee, which may be assessed for the transfer of ownership of any Lot, including, but not limited to by gift, sale, or foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the assessments and other charges due on the Lot,

(2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect such transfer of the Lot, and (4) preparing and mailing introductory information regarding the Property, the Association, and the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;

- f. a Refinance Fee, which may be assessed for the refinance of any Lot, to offset the administrative costs and expenses associated with quoting the status of the assessments and other charges due on the Lot and updating the books and records of the Association; and
- g. a reasonable fee to assemble, copy, deliver, and update a Resale Certificate.

Any assessment or charge that is not paid when due is delinquent. All payments will be applied pursuant to the Collection, Board Hearing, and Payment Plan Policy adopted by the Board.

Notwithstanding anything to the contrary contained in these Bylaws, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and the performing of exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought must pay all costs, fines, and costs to repair, including reasonable attorney's fees actually incurred.

ARTICLE IV. OFFICERS

A. Officers

The officers of the Association are a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it deems desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. Officers must be Members of the Association must be Members in Good Standing.

B. Election, Term of Office, and Vacancies

The officers of the Association are elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

C. Removal

Any officer may be removed from office, but not as a director of the Board, with or without cause, by a majority vote of the Board whenever in its judgment the best interests of the Association are served thereby.

D. Powers and Duties

The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President is the chief executive officer of the Association. The Treasurer has primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation

Any officer may resign at any time by giving written or email notice to the Board, the President, or the Secretary. The resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice; unless otherwise specified in the notice, the acceptance of such resignation is not necessary to make it effective. For the purposes of this Subsection, written notice of such resignation to the Board may be accomplished by facsimile, electronic transmission, certified mail, or receipted hand delivery.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association involving sums greater than \$10,000 or enduring longer than five years must be executed by at least two officers or by such other person or persons as are designated by resolution of the Board.

ARTICLE V. COMMITTEES

A. Committees in General

The Board may establish committees to perform such tasks and to serve for such periods as designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board must operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Board are vested with advisory powers only and are not authorized to act on behalf of the Board, unless otherwise specifically authorized by the Board or the Dedicatory Instruments. Committee members who are Members of the Association must be Members in Good Standing.

B. Architectural Control Committee

The Architectural Control Committee (the “*Committee*”) is a committee of the Board, and the authority and role of the Committee are set forth in detail in the Declaration. The Committee has the governing authority for the review and approval of improvements and modifications within

the Subdivision, as more fully set forth in the Declaration and specifically incorporated in these Bylaws by reference.

The members of the Committee are appointed as provided in the Declaration. The Board has the right to replace members of the Committee by duly appointing Members in Good Standing with the Association. Notwithstanding the foregoing, the Board may not appoint to the Committee an Owner who is (i) a current Board member, (ii) a current Board member's spouse, or (iii) a person residing in a current Board member's household. The Board may appoint replacements as necessary by reason of resignation, removal, or incapacity. Such removal or appointment is at the sole authority and discretion of the Board.

A decision by the Committee denying an application by an Owner for the construction of an improvement may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery, which notice must:

- (1) describe the basis for the denial in reasonable detail and the changes, if any, to the application or improvements required as a condition to approval; and
- (2) inform the Owner that the Owner may request a hearing in writing or by email to the Board on or before the 30th day after the notice was mailed to the Owner.

In the event that an Owner requests a hearing as provided for in this Section, the Board must hold the hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing and must notify the Owner in writing or by email of the date, time, and place of the hearing no later than the 10th day before the date of the hearing. Either the Board or the Owner may request a postponement of the hearing in writing or by email, which postponement must be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the hearing may be scheduled outside of these parameters by agreement of the parties. The hearing may be held in person or by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the "place" of the hearing for purposes of the notice.

During the hearing, the Board or the Association's designated representative and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the Committee in the notice provided to the Owner under this Section. Following the hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee as consistent with the Dedicatory Instruments and in the Board's sole discretion. The Association, the Owner, or both, may make an audio recording of the hearing. Owners are entitled to one hearing, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings. In accordance with Section 209.007(e) of the Texas Property Code or its successor statute, an Owner or the Board may agree to use alternative dispute resolution services.

ARTICLE VI. MISCELLANEOUS

A. Fiscal Year

The fiscal year of the Association is January 1st to December 31st of each year.

B. Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but is not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

C. Conflicts

If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and these Bylaws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) prevail.

D. Books and Records

The inspection, production, and copying of the records of the Association must be made pursuant to the Access, Production, and Copying Policy adopted by the Board.

Every director of the Board has the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director of the Board includes the right to make a copy of relevant documents at the expense of the Association.

E. Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws must be in writing and are deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

- a. if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or
- b. if to the Association, to the Board, or to the management agent, at the principal office of the Association or the management agent, if any, or at such other address as will be designated by notice in writing to the Members pursuant to this Section.

F. Amendment

These Bylaws may be amended only by the affirmative vote of at least 30% of the Members (and the consent of the Class B Members, so long as such membership exists); provided, however, that any amendment to these Bylaws made necessary by a change in Texas law only requires the

affirmative vote or written consent, or any combination thereof, of a majority of the Board. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes necessary to amend these Bylaws.

G. Indemnity

To the fullest extent permitted by applicable law, the Association agrees to indemnify, protect, hold harmless, and defend its officers, directors, and committee members (collectively referred to as the “**Indemnitees**”) from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs, and expenses, including court costs and attorney’s fees (collectively, the “**Liabilities**”), of any nature, kind, or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law, or any cause whatsoever (including, without limitation, claims for injuries to or death of any person, or damages to or loss of any property) of any person or entity directly or indirectly arising out of, caused by, in connection with, or resulting from any act or omission of any of the Indemnitees; provided, however, that the Association will not indemnify the Indemnitees for any Liabilities arising as a result of the gross negligence or willful misconduct of the Indemnitees. **THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS SECTION APPLY TO THE LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.**

The Indemnitees must promptly advise the Association in writing or by email to the President of any action, administrative or legal proceeding, or investigation as to which indemnification may apply, and the Association, at the Association’s expense, will assume on behalf of the Indemnitees and conduct with due diligence and in good faith the defense thereof with competent trial counsel; provided, however, that the Indemnitees will have the right, at their own option, to be represented by advisory counsel of their own selection and at their own expense.

In the event of the failure by the Association to fully perform its obligations in accordance with this Section, the Indemnitees, at their option, and without relieving the Association of its obligations hereunder, may so perform, but all costs and expenses incurred by the Indemnitees in that event will be reimbursed by the Association to the Indemnitees, together with interest, on the same from the date any such expense was paid by the Indemnitees until reimbursed by the Association, at the highest lawful rate of interest allowed under applicable usury laws of the State of Texas (or, if no maximum rate is applicable, at the rate of 18% per annum). The indemnification will not be limited to damages, compensation, or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section, such legal limitations are made a part of the indemnification obligations and will operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations will continue in full force and effect.

H. Business Judgment Rule

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the Association and accomplished in conformity with the procedures set forth in the Dedicatory Instruments and the laws of the State of Texas will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done is not a breach of duty on the part of the director, officer, or committee member if it has been done within the exercise of the director's, officer's, or committee member's discretion and judgment.

The Business Judgment Rule means that a court may not substitute its judgment for that of the director, officer, or committee member. A court may not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long as the decision is made in good faith in what the director, officer, or committee member believes to be the best interest of the corporation.

I. Owner Conflict

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Dedicatory Instruments, including, but not limited to, the Declaration, the Articles of Incorporation for the Association, the rules and regulations promulgated by the Association, the Guidelines, the policies, these Bylaws, or the amount of delinquent assessments, that Owner may not participate in any Association meeting or activity subject to any applicable parameters set forth in Section 209.0059 of the Texas Property Code, or its successor statute. Additionally, after notice and an opportunity to be heard, if required by law, an Owner's use of the Common Area may be withheld to the extent allowed by law.

J. Dissolution, Winding Up, Termination

The Association may be wound-up or dissolved pursuant to the Texas Business Organizations Code, or its successor statute. If the Association is wound-up or dissolved, the assets will be distributed pursuant to a plan of distribution approved by the Members.

K. Jurisdiction and Venue

The provisions in these Bylaws are governed by and enforced in accordance with the laws of the State of Texas. Venue, for purposes of any legal dispute, is mandatory in Travis County, Texas.

L. Interpretation

For purposes of these Bylaws, (a) "include", "includes", and "including" are deemed to be followed by the words "without limitation," (b) "or" is not exclusive, (c) "any" means "any and all," and (d) "may not" is a prohibition and does not mean "might not" or its equivalents.

[signature page follows]

CERTIFICATION

I, the undersigned, do certify:

That I am the President of Angel Bay Property Owners Association, Inc., a Texas nonprofit corporation;

That these Bylaws constitute the First Amended and Restated Bylaws of the Association, as duly adopted at a special meeting of the Members where a quorum was present held on the 23 day of September, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 27th day of September, 2023.

By: Charles R Gordon
 Print Name: Charles R Gordon
 Title: President, Angel Bay
Property Owners Assoc.

STATE OF TEXAS

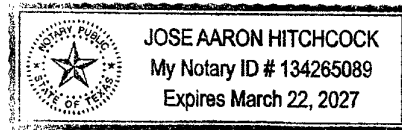
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COUNTY OF Travis

BEFORE ME, on this day personally appeared Charles R Gordon, the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 27 day of September, 2023.

Jose Hitchcock
 Notary Public – State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Dec 11, 2023 01:11 PM Fee: \$ 162.00

2023137562

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Angel Bay Property Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc." and "Supplemental Notice of Dedicatory Instruments for Angel Bay Property Owners Association, Inc.", recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File Nos. 2019068011, 2022055853, 2023021215, 2023034086 and 2023111286 (the "Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

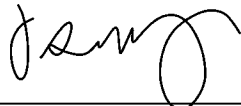
- **Angel Bay Property Owners Association, Inc. Document Retention Policy.**
- **Angel Bay Property Owners Association, Inc. Collection, Board Hearing, and Payment Plan Policy.**
- **Angel Bay Property Owners Association, Inc. Bid Solicitation Policy.**
- **Angel Bay Property Owners Association, Inc. Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy.**
- **Angel Bay Property Owners Association, Inc. Access, Production, and Copying Policy.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental 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 Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

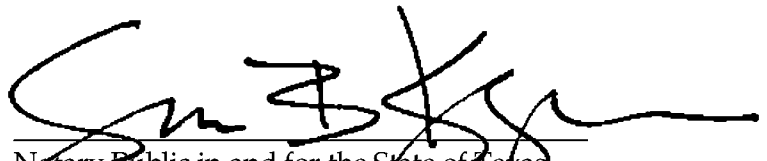
Executed on this 11th day of December, 2023.

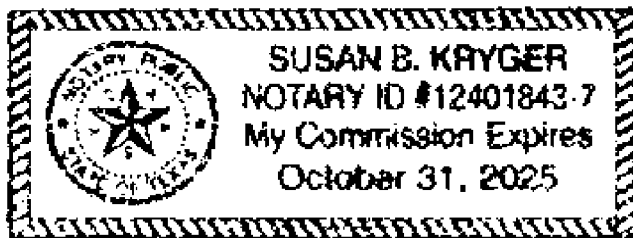
ANGEL BAY PROPERTY OWNERS
ASSOCIATION, INC.

By: 
Isabella L. Vickers, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 11th day of December, 2023 personally appeared Isabella L. Vickers, authorized representative of Angel Bay 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 purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

I. PURPOSE

The purpose of this Document Retention Policy (this “***Policy***”) is to prescribe the document retention policy pursuant to Section 209.005 of the Texas Property Code. The Board of Directors (the “***Board***”) of Angel Bay Property Owners Association, Inc. (the “***Association***”) has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas (June 3, 1999), recorded in the Official Public Records Travis County, Texas, under Clerk’s File No. 1999042184, as same has been or may be amended from time to time (the “***Declaration***”), and any other property which has been or may be subsequently annexed into Angel Bay and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration, which definitions are incorporated in this Policy by this reference.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Subdivision. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DOCUMENT RETENTION POLICY

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association’s business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached **Exhibit A**. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed in the schedule. Electronic documents will

be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached **Exhibit A** will be maintained for the identified time period.

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

CERTIFICATION

I certify that, as President of Angel Bay Property Owners Association, Inc., the foregoing Document Retention Policy was approved on the 28th day of November, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 8th day of December, 2023.

By: [Signature]
Print Name: Charles R Gordon
Title: President, Angel Bay POA

STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, on this day personally appeared Charles Gordon, the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 8th day of December, 2023.

[Signature]
Notary Public – State of Texas

After Recording Return To:

Jane W. Janeczek
Isabella L. Vickers
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, Texas 77056

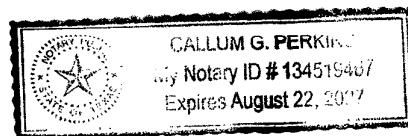


EXHIBIT A DOCUMENT RETENTION POLICY			
DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	5 years	Unless period of ownership exceeds 5 years, then retain last 5 years.
Audit Records	Independent Audit Records	7 years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus 4 years	
Financial Books & Records	Year End Financial Records and supporting documents	7 years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual member meetings	7 years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	7 years	

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
COLLECTION, BOARD HEARING, AND PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

I. PURPOSE

The purpose of this Collection, Board Hearing, and Payment Plan Policy (the “***Policy***”) is to establish a systematic procedure for (a) the collection of assessments and other charges of Angel Bay Property Owners Association, Inc. (the “***Association***”), and (b) Board hearings related to same, and for the purpose of identifying the guidelines under which Owners may request an alternative payment schedule for certain assessments. The Board of Directors of the Association (the “***Board***”) has determined that it is in the best interest of the Association to establish this Policy for property subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas (June 3, 1999), recorded in the Official Public Records of Travis County, Texas, under Clerk’s File No. 1999042184, as same has been or may be amended from time to time (the “***Declaration***”), and any other property which has been or may be subsequently annexed into Angel Bay and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration, which definitions are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments (as that term is defined in the Texas Property Code) to adopt rules and policies pertaining to the governance of the Association.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Subdivision. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy or guidelines that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. COLLECTION, BOARD HEARING, AND PAYMENT PLAN POLICY

A. Collection Policy and Board Hearings

1. ASSESSMENT PERIOD

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

2. NOTICE

The Board must fix the amount of the annual assessment against each Lot for the following year and must, at that time, prepare a roster of the Lots and assessments applicable thereto, which roster will be kept in the office of the Association and made open to inspection by any Owner. Upon completion of the roster, written notice of the assessment due may be sent to every Owner subject to the assessment. An Owner may not escape liability or be entitled to a deferral of interest, fines, or collection costs with regard to delinquent assessments on the basis of such Owner's failure to receive notice if such notice was sent via regular mail or via certified mail return receipt requested to the most recent address of the Owner according to the records of Association. Each Owner has the obligation to notify the Association in writing of any change in address, which change becomes effective 5 days after written notice has been received.

3. DUE DATE

All assessments are due and payable on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment will become delinquent. Charges disputed by an Owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due may be transferred to a Payment Plan, as set forth in Section B of this Policy.

4. INTEREST

If the assessment is not paid within 30 days after the due date, the assessment will bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent Owners:

- a. **PAST DUE NOTICE**: In the event that an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Past Due Notice), a Past Due Notice may be sent via regular mail

to each Owner with a delinquent account setting forth all assessments, interest, and other amounts due, including any late fees that may be charged by the Association. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the assessment is due, including any previously imposed late fees, and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. **In the event an Owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full.**

b. **FINAL NOTICE:** In the event an assessment account balance remains unpaid after the due date (or there is a default on a Payment Plan entered into prior to the Final Notice), a Final Notice may be sent via certified mail to each delinquent Owner. The Final Notice may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records, as well as by any other method that the Board determines that the Final Notice may be received by the Owner. The Final Notice must set forth the following information and the result of failure to pay, including an explanation of:

- 1) **Amounts Due:** All delinquent assessments, interest, and other amounts due, including any late fees that may be charged by the Association, and the total amount of the payment required to make the account current;
- 2) **Options:** If the Owner has a right to a Payment Plan, as set forth below, the options the Owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association;
- 3) **Period to Cure:** A period of at least 45 days for the Owner to cure the delinquency before further collection action is taken;
- 4) **Hearing:** Owners must be given notice and an opportunity for a hearing before the Board. A hearing must be granted if a written request for a hearing is received by the Association not more than 30 days from the date the Final Notice is mailed to the Owner.

If a hearing is requested within 30 days from the date the Final Notice is mailed to the Owner, further collection procedures are suspended until the hearing process is completed and the period to cure has expired;

- 5) Payment Plan: The Final Notice must contain a statement that the entire remaining unpaid balance of the assessment, including any previously imposed late fees, is due and that the Owner is entitled to a Payment Plan as set forth in Section B of this Policy. In the event an Owner chooses to enter into a Payment Plan, a monthly charge may be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full;
 - 6) Common Area Rights Suspension: If a hearing is not requested within 30 days from the date the Final Notice is mailed to the Owner, the Owner's use of recreational facilities and common properties may be suspended once the Owner's period to cure has expired; and
 - 7) Military Notice: If the Owner is serving on active military duty, the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.
- c. TURNOVER TO COLLECTION AGENT/ATTORNEY: If a Final Notice is sent to an Owner and a hearing is not requested within 30 days from the date the Final Notice is mailed to the Owner, Member privileges may be suspended, the account may be sent to a collection agent or the Association's attorney for collection, and any fees and expenses may be charged to the Owner's assessment account once the Owner's period to cure has expired.
6. NOTICE OF ASSESSMENT LIEN: Prior to the filing in the Official Public Records of Travis County, Texas of a lien, lien affidavit, or other lien instrument evidencing nonpayment of assessments or other charges owed to the Association by an Owner ("**Assessment Lien**"), the Association must provide the Owner with notices of delinquency as provided below; provided, however, that this Section does not apply in the event the Association is providing an Owner covered by the Servicemembers Civil Relief Act the protections to which the Owner is entitled under the Servicemembers Civil Relief Act.
- a. FIRST NOTICE: The first notice of the delinquency ("**First Notice**") must be provided:
- 1) by first class mail to the Owner's last known address, as reflected in the records maintained by the Association; or
 - 2) by email to an email address the Owner has provided to the Association.

- b. SECOND NOTICE: The second notice of delinquency ("*Second Notice*") must be provided (i) not earlier than the 30th day after the First Notice is given and (ii) by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records maintained by the Association.
- c. The Association may not file an Assessment Lien before the 90th day after the date the Second Notice was sent to the Owner.

7. BOARD HEARING

In the event an Owner requests a Board hearing pursuant to this Policy, the following rules apply:

- a. TIMING OF BOARD HEARING: The Board hearing must be held no later than the 30th day after the date the Board receives the Owner's request for a Board hearing. The Board or the Owner may request a postponement and, if requested, a postponement must be granted for a period of not more than 10 days. Notwithstanding the foregoing, the Board hearing may be scheduled outside of these parameters by agreement of the parties.
- b. NOTICE OF BOARD HEARING: The Board must provide notice of the date, time, and place of the Board hearing to the Owner not later than 10 days before the date of the Board hearing (the "*Notice*"). The Board hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board hearing is the "place" of the Board hearing for purposes of the Notice.
 - 1) The Board must include with the Notice a packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board hearing (the "*Hearing Packet*").
 - 2) If the Board fails to provide the Hearing Packet to the Owner at least 10 days before the Board hearing, the Owner is entitled to an automatic 15-day postponement of the Board hearing.
- c. OWNER'S EVIDENCE: Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.
- d. HEARING PROCEDURE:
 - 1) During the Board hearing, a member of the Board or the Association's designated representative will 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 the Owner's designated representative.

- 2) Either party may make an audio recording of the hearing.
- 3) 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 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.

e. RULING: The Board is not required to deliberate or to 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 Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.

f. TIME LIMIT: The Board may set a time limitation for the Board hearing, to be determined at the Board's sole discretion. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner 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 Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such issues.

g. NUMBER OF HEARINGS: Upon receipt of a Final Notice as set forth in Section 5 of this Policy, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the Final Notice unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.

h. ALTERNATIVE DISPUTE RESOLUTION: In accordance with Section 209.007(e) of the Texas Property Code, an Owner or the Board may use alternative dispute resolution services.

8. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, to protect the Association's interests, including, but not limited to, sending demand letters; filing a lawsuit against the delinquent Owner for a money judgment; instituting an expedited foreclosure action; and filing

necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case.

As a prerequisite to foreclosure of the Association's lien, either the Association's attorney or the Association must send a notification via certified mail to any holder of a lien of record on the Owner's property whose lien is inferior or subordinate to the Association's lien, as evidenced by a deed of trust. The notification may also be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines that the notification may be received by such lien holder(s). Said notice will provide such lien holder with the total amount of the delinquency giving rise to the foreclosure and an opportunity to cure before the 61st day after the day the notice is mailed.

In the event the Association has determined to foreclose its lien as provided in the Declaration and to exercise the power of sale thereby granted, such foreclosure must be accomplished pursuant to the requirements of Sections 209.0091 and 209.0092 of the Texas Property Code.

9. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. REQUIRED ACTION

Nothing contained in this Policy, not otherwise required by the Declaration or by law, requires the Association to take any of the specific actions contained in this Policy. The Board has the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its best judgment, deems reasonable.

11. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including, but not limited to, Non-Sufficient Funds (NSF) or stop payment order (the "*Unpaid Amounts*"). The amount of the service charge assessed by the Association is equal to the amount charged by the financial institution related to any such Unpaid Amounts plus any administrative costs incurred by the Association as a result of such Unpaid Amounts.

B. Payment Plan

The Association establishes a Payment Plan schedule by which an Owner may make partial payments to the Association for delinquent assessments, or any other amount owed to the Association, without accruing additional 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 is as follows:

7

1. The term for the Payment Plan is determined at the discretion of the Board but must be no less than 3 months;
2. A Payment Plan may require equal monthly payments based on the number of months for such Payment Plan, with each payment due on the first day of each month;
3. Failure to pay the first monthly payment of the delinquent amount is considered a default of the Payment Plan;
4. An Owner, upon written request, may request a longer period of time;
5. 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 2 years following the Owner's default under a previous Payment Plan;
6. If an Owner requests a Payment Plan that extends into the next assessment cycle, the Owner is required to pay future assessments by the due date in addition to the payments specified in the Payment Plan;
7. The Association is not required to offer a Payment Plan to an Owner after the 30-day period to cure the delinquency has expired;
8. The Association is not required to allow an Owner to enter into a Payment Plan more than once in any 12 month period.

C. Application of Payments

1. Except as provided in subsection 2 immediately below, a payment received by the Association must be applied in the following order of priority:
 - a. Any delinquent assessment;
 - b. Any current assessment;
 - c. Reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or other charges that can be the basis of foreclosure;
 - d. Reasonable attorney's fees not subject to "c" above;
 - e. Reasonable fines; and
 - f. Any other reasonable amount owed to the Association.

2. If/when an Owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above. Any payment(s) received by the Association after such default of a Payment Plan must be applied in the following order of priority:
- a. Reasonable costs;
 - b. Reasonable attorney's fees;
 - c. Interest;
 - d. Late fees;
 - e. Delinquent assessments;
 - f. Current assessments; and
 - g. Reasonable fines.

As to each category identified in this subsection C, payment must be applied to the most-aged charge first. 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 said Owner's account.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Angel Bay Property Owners Association, Inc., the foregoing Collection, Board Hearing, and Payment Plan Policy was approved on the ____ day of 28th of Nov., 2023, at a meeting of the Board of Directors at which a quorum was present.

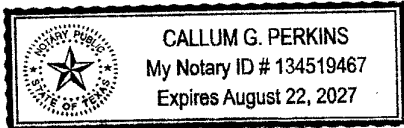
DATED, this the 8th day of December, 2023.

By: [Signature]
 Print Name: Charles K Gordon
 Title: President, Angel Bay POA

STATE OF TEXAS §
 §
 COUNTY OF Travis §

BEFORE ME, on this day personally appeared Charles Gordon, the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 8th day of December, 2023.



[Signature]
 Notary Public – State of Texas

After Recording Please Return To:

Jane W. Janeczek
 Isabella L. Vickers
 Roberts Markel Weinberg Butler Hailey PC
 2800 Post Oak Blvd., 57th Floor
 Houston, Texas 77056

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
BID SOLICITATION POLICY

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

I. PURPOSE

The purpose of this Bid Solicitation Policy (this “***Policy***”) is to prescribe the process by which the Angel Bay Property Owners Association, Inc. (the “***Association***”) will solicit bids or proposals for services in an amount in excess of \$25,000.00, pursuant to Section 209.0052(c) of the Texas Property Code (the “***Code***”). The Board of Directors (the “***Board***”) has determined that it is in the best interest of the Association to establish this Policy concerning the procedure for soliciting bids or proposals for services from contractors who the Association may desire to contract with for services.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas (June 3, 1999) recorded in the Official Public Records of Real Property of Travis County, Texas, under Clerk’s File No. 1999042184, as same has been or may be amended or supplemented from time to time (the “***Declaration***”), and any other property which has been or may be subsequently annexed into Angel Bay and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration, which definitions are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments to adopt rules and policies pertaining to the governance of the Association.

This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the solicitation of bids or proposals for services by the Association.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. BID SOLICITATION POLICY:

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 Angel Bay community.

1. **Applicability.** This Policy only applies 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 \$25,000.00 over the term of the contract. This Policy does 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 \$25,000.00 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 \$25,000.00.

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board must solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board must 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 must obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board may 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 is 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 implemented.

b. **Evaluation.** The Board will 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 has the sole discretion to determine which bid to select, and the Board is not obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. **Selection and Notification.** The Board must 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 will 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.

d. 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 3 months prior to the expiration of the term of a contract for such Services, the Association must 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.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements of this Policy for any particular contract for Services as it deems necessary in its sole discretion.

[Signature page follows.]

CERTIFICATION

I certify that, as President of Angel Bay Property Owners Association, Inc., the foregoing Bid Solicitation Policy was approved on the 28th day of November, 2023, at a meeting of the Board of Directors at which a quorum was present.

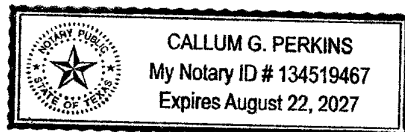
DATED this the 8th day of December, 2023.

By: Charles A. Gordon
 Print Name: Charles A Gordon
 Title: President, Angel Bay POA

STATE OF TEXAS §
 §
 COUNTY OF Travis §

BEFORE ME, on this day personally appeared Charles Gordon the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 8th day of December, 2023.



Callum G. Perkins
 Notary Public – State of Texas

After Recording Return To:

Jane W. Janeczek
 Isabella L. Vickers
 Roberts Markel Weinberg Butler Hailey PC
 2800 Post Oak Blvd., 57th Floor
 Houston, Texas 77056

ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
RESIDENTIAL DEDICATORY INSTRUMENT
ENFORCEMENT, BOARD HEARING, AND FINE POLICY

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

I. **PURPOSE**

The purpose of this Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy (this “***Policy***”) is to provide Owners with a better understanding of the process of Dedicatory Instrument enforcement, Board hearings, and fines. The Board of Directors (the “***Board***”) of Angel Bay Property Owners Association, Inc. (the “***Association***”) has determined that it is in the best interest of the Association to establish this Policy for the property subject to its jurisdiction.

II. **APPLICABILITY AND AUTHORITY**

The property encumbered by this Policy is that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas (June 3, 1999), recorded under Clerk’s File No. 1999042184 in the Official Public Records of Travis County, Texas, as same has been or may be amended from time to time (the “***Declaration***”), and any other property which has been or may be annexed into Angel Bay and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration, which definitions are incorporated in this Policy by this reference.

Pursuant to the Dedicatory Instruments (as that term is defined in the Texas Property Code) governing the Subdivision, the Association is vested with the authority to suspend Owners’ use of the Common Areas and to impose reasonable fines against Owners for violations of restrictive covenants contained in the Dedicatory Instruments.

Pursuant to the Dedicatory Instruments governing the Subdivision, the Association is vested with the authority to adopt policies, rules, and guidelines.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Subdivision. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. DEDICATORY INSTRUMENT ENFORCEMENT METHODS

- A. **209 Notice Required.** Before the Association may suspend an Owner's right to use a Common Area, file a suit against an Owner for violation of a Dedicatory Instrument, charge an Owner for property damage, or levy a fine for a violation of the Dedicatory Instruments, the Association or its agent must give written notice to the Owner as set forth below:
1. **Types of Violations.** Section 209.006 of the Texas Property Code (the "**Code**") refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below. In the event of a Dedicatory Instrument violation, the enforcement procedure to be followed by the Association depends upon whether a violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *or* poses a threat to public health or safety.
 - a. **Curable Violations** – By way of example and not in limitation, the Code lists the following as examples of curable violations:
 - i. a parking violation;
 - ii. a maintenance violation;
 - iii. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
 - iv. an ongoing noise violation, such as a barking dog.
 - b. **Uncurable Violation** – The Code defines an uncurable violation as a violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Code lists the following as examples of uncurable violations:
 - i. an act constituting a threat to health or safety;
 - ii. discharging fireworks;
 - iii. a noise violation that is not ongoing; and
 - iv. holding an event prohibited by the Dedicatory Instruments.
 - c. **Violation that is a Threat to Public Health or Safety** – The Code defines a violation that is a threat to public health or safety as a violation that could materially affect the physical health or safety of an ordinary resident.

If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided however, this Policy may not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its sole discretion, decides that enforcement action is not warranted or necessary.

2. **Enforcement – Violations that are Curable and Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to cure the violation may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation when determining the applicable period to cure. The enforcement procedure for this type of violation is as follows:
 - a. Courtesy Letter (Optional) – Upon verification of a curable violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.
 - b. Violation Letter (Optional) – After the expiration of the time set forth in the courtesy letter, if sent, or as an initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner, as determined in the sole discretion of the Board. The Association is not required to send a violation letter. If sent, the violation letter will include:
 - i. a description of the violation;
 - ii. the action required to correct the violation;
 - iii. the time by which the violation must be corrected; and
 - iv. notice that, if the violation is not corrected within the time provided or if there is a subsequent similar violation, a fine may be imposed or other enforcement action may be initiated.
 - c. Demand Letter – Either upon initial verification of a curable violation, or after the expiration of the time period stated in the courtesy letter or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board

determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the records of the Association. Depending on the severity of the violation or the history of prior violations on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter or a violation letter), as determined by the Board in its sole discretion.

- d. Content of the Demand Letter – The demand letter must include the following:
 - i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;
 - ii. Fines/Amounts Due: the amount of the proposed fine and any amount due to the Association;
 - iii. Right to Cure: notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge, or fine;
 - iv. Time to Cure: a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
 - v. Right to Request a Hearing: a notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
 - vi. Active Military Duty: notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.
- e. Hearing Not Requested – If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter.
- f. Remedies – Fines, suspension of the right to use the Common Area, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the expiration of the 30-day time frame provided to the Owner to request a hearing. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing

is not requested, after the date by which the Owner must request a hearing. A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

3. **Enforcement – Uncurable Violations and Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an uncurable violation or a violation that constitutes a threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. The demand letter must be sent to the Owner's last known address as shown in the Association's records.
 - a. Content of the Demand Letter – The demand letter must include the following:
 - i. Violation: a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine;
 - ii. Fines/Amounts Due: the amount of any fine and any amount due to the Association;
 - iii. Right to Request Hearing: notice that the Owner may request a hearing before the Board, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
 - iv. Active Military Duty: notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty.
 - b. Remedies: Hearing not Requested – Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the Common Areas, the filing of a lawsuit for a violation of a Dedicatory Instrument, or charging an Owner for property damage may be implemented by the Association after the mailing of the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association. A notice of violation may also be recorded in the real property records.
4. **Subsequent Similar Violations.** If an Owner has been given notice in accordance with Article III, Section A of this Policy in the preceding 6-month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first

sending another demand for compliance.

- B. 209 Notice Not Required.** The Association is entitled to exercise additional enforcement methods which do not require that a demand letter be sent or an opportunity to request a hearing be offered to the violating Owner as provided in Section A above. Such remedies include, but are not limited to, the following (collectively, the “***Additional Enforcement Methods***”):

1. The Association may exercise its self help remedy pursuant to the terms set forth in the Declaration, and any costs associated with the exercise of this remedy are the personal obligation of the Owner and are supported by the lien created in the Declaration.
2. The Association may file a suit for a temporary restraining order or temporary injunctive relief.
3. The Association may temporarily suspend a person’s right to use the Common Areas due to a violation that occurred in a Common Area that involved a significant and immediate risk of harm to others in the Subdivision; such temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by Article III, Section A.3 of this Policy.

Although the Additional Enforcement Methods are not subject to the 209 notice requirements set forth in this Policy, they may be subject to certain notice requirements as provided for in the Dedicatory Instruments or by Texas law.

IV. BOARD HEARINGS

In the event an Owner requests a hearing pursuant to Article III, Section A. of this Policy, the following rules will apply.

- A. Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30th day after the date the Association receives the Owner’s written request for a hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than 10 days. The hearing may be scheduled outside of these parameters by agreement of the parties.
- B. Hearing Notice** – Notification of the date, time, and place of the hearing will be sent not later than the 10th day before the hearing. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing is the “place” of the hearing for purposes of the notice.
- C. Hearing Packet** – The Board must include with the hearing notice a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least 10 days before the hearing, the Owner is entitled to an

automatic 15-day postponement of the hearing.

- D. **Owner's Evidence** – Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board hearing to the Board no later than 5 days before the Board hearing.
- E. **Ruling** – The Board is not required to deliberate or to 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 Owner of the Board's decision in writing within 30 days of the date of the hearing. If there is no written communication from the Association or its managing agent within this timeframe, the violation will remain standing.
- F. **Time Limit** – The Board may set a time limitation for the Board hearing, to be determined at the Board's sole discretion, taking into account factors including, but not limited to, the complexity of the issues, the number of exhibits, and whether witnesses will be presented. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner 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 Owner ample time to present the Owner's response; and (iii) the Board's finite amount of time available to consider such violations.
- G. **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative will first present the Association's case against the Owner. The Owner or the 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 the Owner's designated representative.

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 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.

Either party may make an audio recording of the hearing.

- H. **Number of Hearings** – Upon receipt of a demand letter as set forth in Article III, Owners are entitled to request only 1 Board hearing as it relates to the violations set forth in the demand letter, unless the Board, in its sole and absolute discretion, agrees to allow additional hearings.
- I. **Alternative Dispute Resolution** – In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

V. FINES

Subject to the notice provisions set forth in Article III, Section A. of this Policy, the Association may impose reasonable monetary fines against an Owner in accordance with the below schedule. For violations of the of the Dedicatory Instruments which are curable and which are not a threat to public health or safety, the Association may continue to assess fines, as set forth in the schedule below, until the violation is cured. Fines may be assessed for any violation of the Dedicatory Instruments, including, but not limited to, architectural violations, violations for using a Lot in a prohibited manner, failure to take required action, and failure to maintain a Lot or the structures thereon.

Pursuant to Section 209.0061 of the Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

Curable Violations

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)		No Charge
Violation Notice (if sent)		No Charge
Pre-Fine Notice (if sent)		No Charge
1 st Notice (Chapter 209 - Demand Letter)	30 days	\$50.00
2 nd Notice of Fine Letter	30 days	\$100.00
3 rd Notice of Fine Letter	30 days	\$200.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$200.00

Uncurable Violations and Violations Posing a Threat to Public Health or Safety

Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$200.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Dedicatory Instruments, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board may not be construed as a waiver of the fine schedule or the Dedicatory Instruments. Fines against an Owner will be assessed against

the Owner's Lot. The Owner will be responsible for the actions of all residents, guests, and invitees of the Owner and any fines against such residents, guests, and invitees will also be assessed against the Owner's Lot.

CERTIFICATION

I certify that as President of Angel Bay Property Owners Association, Inc., the foregoing Residential Dedicatory Instrument Enforcement, Board Hearing, and Fine Policy was approved on the 28th day of November, 2023, at a meeting of the Board of Directors at which a quorum was present.

DATED this 8th day of December, 2023.

By: Charles A Gordon
 Print Name: Charles A Gordon
 Title: President, Angel Bay POA

THE STATE OF TEXAS §
 §
 COUNTY OF Travis §

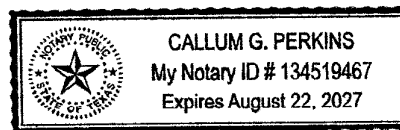
BEFORE ME, on this day personally appeared Charles Gordon, the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity expressed in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 8th day December 2023.

Callum G Perkins
 Notary Public – State of Texas

After Recording. Return To:

Jane W. Janecek
 Isabella L. Vickers
 Roberts Markel Weinberg Butler Hailey PC
 2800 Post Oak Blvd., 57th Floor
 Houston, Texas 77056



ANGEL BAY PROPERTY OWNERS ASSOCIATION, INC.
ACCESS, PRODUCTION, AND COPYING POLICY

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

I. PURPOSE

The purpose of this Access, Production, and Copying Policy (this “***Policy***”) is to prescribe (i) accessibility to books and records of Angel Bay Property Owners Association, Inc. (the “***Association***”) and (ii) the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code. The Board of Directors of the Association (the “***Board***”) has determined that it is in the best interest of the Association to establish this Policy concerning the production and copying of information, books, and records of the Association.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angel Bay, Travis County, Texas (June 3, 1999), recorded in the Official Public Records of Travis County, Texas under Clerk’s File Number 1999042184, as same has been or may be amended from time to time (the “***Declaration***”), and any other property which has been or may be subsequently annexed into Angel Bay and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration, which definitions are incorporated in this Policy by this reference.

The Board is authorized by the Dedicatory Instruments to adopt rules and policies pertaining to the governance of the Association.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Subdivision. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the access, production, and copying of Association books and records.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. ACCESS, PRODUCTION, AND COPYING POLICY

1. Access

The books and records of the Association, including financial records, must be open to and reasonably available for examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the Association copies of information contained in the books and records. An Owner, or the Owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the Association's most current management certificate. The request must 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.

An attorney's files and records relating to the Association, excluding invoices requested by an Owner under Section 209.008(d) of the Texas Property Code, are not records of the Association and are not subject to inspection by the Owner or 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 must 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. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or to allow inspection of any books or records that identify (a) the Dedicatory Instrument violation history of an Owner, (b) an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association, (c) an Owner's contact information other than the Owner's address, or (d) information related to an employee of the Association, including personnel files. These records may be made available only (i) with the express written approval of the Owner whose records are the subject of the request or (ii) if a court of competent jurisdiction orders the release of the records. Information may be released in an aggregate or summary manner that would not identify an individual Owner.

If inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, must send written notice of dates that the Owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection will take place at a mutually agreed upon time during normal business hours.

If copies are requested, the Association must produce the requested records for the Owner on or before the 10th business day after the date the Association receives the request, except as otherwise provided in this Policy. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the 10th business day after the date the Association receives the request, the Association must give the Owner notice that it is unable to produce the records within 10 business days and state a date by which the information will be sent or made available for inspection, on a date not more than 15 business days after the date the notice is given.

Notwithstanding anything contained in this Policy to the contrary, all records must be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

2. Custodian of Records

The Secretary of the Board or other person designated by the Board, is the designated Custodian of the Records of Association. As such, the Secretary of the Board or other person designated by the Board, as applicable, is responsible for overseeing compliance with this Policy. Any questions regarding this Policy must be directed to the Custodian of the Records of the Association.

3. Procedures for Responding to Requests for Information

All requests for information must comply with the requirements set forth above. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information (1) regards pending legal issues, unless specifically required by law; (2) regards personnel matters, such as individual salaries; (3) regards other Members; or (4) is privileged or confidential.

4. Cost of Compiling Information and Making Copies of Records

The costs of compiling information and making copies may not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor, and overhead which will be charged to the Owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association must submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund must be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.

4.1 Copy Charge:

(1) Standard paper copy: The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy: These charges cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette – \$1.00
- (B) Magnetic tape – actual cost
- (C) Data cartridge – actual cost
- (D) Tape cartridge – actual cost
- (E) Rewritable and non-rewritable CD – \$1.00
- (F) Digital video disc – \$3.00
- (G) JAZ drive – actual cost
- (H) Other electronic media – actual cost
- (I) VHS video cassette – \$2.50
- (J) Audio cassette – \$1.00

(3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper): \$0.50

(4) Specialty paper (e.g. Mylar, blueprint, blueline, map, or photographic): actual cost

4.2 Labor Charge:

For locating, compiling, manipulating data, and reproducing public information, the following charges apply:

(1) Labor charge – \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with public information on the same page, a labor charge may be recovered for time spent by an attorney, legal assistant, or any other person who reviews the requested information to redact, blackout, or otherwise obscure confidential information in order to release the public information.

(3) No labor charge may be billed for requests that are 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (A) 2 or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges, in addition to the specific labor charge. This overhead charge covers such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the charge will be made in accordance with the methodology described below:

(1) The overhead charge may not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge;

(2) The overhead charge is computed at 20% of the charge made to cover any labor costs associated with a particular request.

4.4 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. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted and a transaction fee is charged by the credit card company, that fee may be added to the total charge.

5. Denial of Requested Information

If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting Member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the Owner in writing of their right to appeal to the Board.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Angel Bay Property Owners Association, Inc., the foregoing Access, Production, and Copying Policy was approved on the 28th day of November, 2023, at a meeting of the Board of Directors at which a quorum was present.

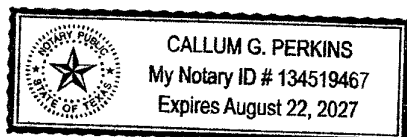
DATED this the 8th day of December, 2023.

By: [Signature]
 Print Name: Charles A Gordon
 Title: President, Angel Bay, POA

STATE OF TEXAS §
 §
 COUNTY OF Travis §

BEFORE ME, on this day personally appeared Charles Gordon the President of Angel Bay Property Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office, this 8th day of December, 2023.



[Signature]
 Notary Public – State of Texas

After Recording Return To:

Jane W. Janecek
 Isabella L. Vickers
 Roberts Markel Weinberg Butler Hailey PC
 2800 Post Oak Blvd., 57th Floor
 Houston, Texas 77056

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Oct 15, 2024 11:17 AM Fee: \$37.00

2024113962

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE
FOR
ANGEL BAY PROPERTY OWNERS ASSOCIATION**

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §

The undersigned, being the Managing Agent of Angel Bay Property Owners Association, a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by Angel Bay Property Owners Association:

1. Name of Subdivision: Angel Bay.
2. Name of Association: Angel Bay Property Owners Association.
3. Recording Data for the Subdivision:
 - a) Angel Bay is an addition to the city of Austin located in Travis County, Texas, according to the maps or plats thereof, recorded in the Map Records of Travis County, Texas, under File Number 199900173 along with any amendments or supplements thereto.
4. Recording Data for the Declaration:
 - a) Angel Bay is subject to the Declaration of Covenants, Conditions, and Restrictions for Angel Bay Property Owners Association which are filed in the real property records in Travis County, Texas as follows:
 - a. Filed Document: DCCER; Recording Information: 1999035407.
 - b. Filed Document: Non-Point Source Pollution Restrictive Covenant; Recording Information: 1999035408.
 - c. Filed Document: Amended and Restated DCCER; Recording Information: 1999037847.
 - d. Filed Document: Second Amendment and Restated DCCER; Recording Information: 1999042184.
 - e. Filed Document: First Amendment to the Second Amended and Restated DCCER; Recording Information: 1999072681.
 - f. Filed Document: Second Amendment to the Second Amended and Restated DCCER; Recording Information: 2001009939.
 - g. Filed Document: Annexation of Property into the Second Amended and Restated DCCER; Recording Information: 2001077343.
 - h. Filed Document: Amended and Restated Annexation of Property into the Second Amended and Restated DCCER; Recording Information: 20011469118.

- i. Filed Document: Third Amendment to the Second Amended and Restated DCCER; Recording Information: 2002007329.
 - j. Filed Document: Fourth Amendment to the Second Amended and Restated DCCER; Recording Information: 2021046858.
- 5. Name and Mailing Address of the Association is: Angel Bay Property Owners Association c/o FirstService Residential Texas, Inc., 5316 West US-290 Service Road, Ste. 100, Austin, Texas 78735.
- 6. Name and Mailing Address of Person Managing the Association or Its Designated Representative is: Angel Bay Property Owners Association c/o FirstService Residential Texas, Inc., 5316 West US-290 Service Road, Ste. 100, Austin, Texas 78735.
- 7. Telephone Number to Contact the Association is: 512-266-6771.
- 8. Email Address to Contact the Association: Resale Certificates and other information regarding the Association may be requested by contacting the Association c/o FirstService Residential via <https://www.fsresidential.com/texas/resale-and-lender-documents>. Alternatively, you may contact the office for FirstService Residential by e-mail at Mgmt-CertificateTX@fsresidential.com.
- 9. The Association's website is:<https://angelbaypoa.connectresident.com>
- 10. Fees charged by the Association upon the sale or transfer of Property:
 - a. Resale Disclosure Package: \$375.00
 - i. 1-2 days: \$500.00.
 - ii. 3-5 days: \$450.00.
 - b. Resale Disclosure Update: \$75.00
 - c. Transfer Fee: Not to Exceed \$350.00.
 - d. Refinance Certificate Fee: \$125.00.
 - i. 1-2 days: \$250.00.
 - ii. 3-5 days: \$200.00.
 - e. Developer/Builder to Homeowner-Statement of Account: \$35.00.
 - i. 1-2 days: \$75.00.
 - ii. 3-5 days: \$50.00.
 - f. HOA Questionnaire (optional): \$250.00
 - g. Loan Estimate Questionnaire (optional): \$100.00

Executed on this the 3 day of October 2024.

ANGEL BAY PROPERTY OWNERS
ASSOCIATION

By: Kristie Rose-Zapp
Kristie Rose-Zapp, President of FirstService
Residential Austin, LLC

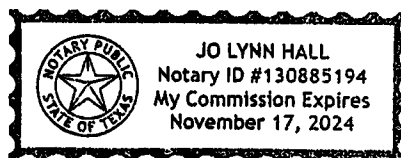
THE STATE OF TEXAS

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ACKNOWLEDGMENT

COUNTY OF AUSTIN

BEFORE ME, the undersigned notary public, on this the 3 day of October 2024 personally appeared, President of FirstService Residential Texas, Inc., and Managing Angel Bay Property Owners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed and on behalf of the Association.



[Signature]
Notary Public in and for the State of Texas

E-RECORDED BY:

ISG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479