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**WESTWOOD SHORES PROPERTY OWNERS' ASSOCIATION  
COMPLETE POA POLICY MANUAL  
THIRD EDITION  
[Adopted July 27, 2021]**

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**STATE OF TEXAS           §  
  §  
COUNTY OF TRINITY     §**

WHEREAS, Westwood Shores Property Owners’ Association (the “Association”), is the governing entity for Westwood Shores, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Westwood Village, Sections 1, 2, and 3, Westpoint Section 1 and Spring Lake Estates Section 1, additions in Trinity County, Texas, according to the applicable maps or plats thereof recorded in the Map Records of Trinity County, Texas, under Cabinet A, Page 136-137; Cabinet A, Page 144; Cabinet A, Page 150; Cabinet A, Page 179; Cabinet A, Page 202; Cabinet A, Page 187; Cabinet A, Page 180; Cabinet A, Page 186; Cabinet A, Page 198-201; Cabinet A, Page 213; Cabinet A, Page 218; Cabinet A, Page 226; Cabinet A, Page 214; Cabinet A, Page 267; Cabinet A, Page 192; Cabinet A, Page 205; Cabinet A, Page 225; Cabinet A, Page 287; and Cabinet A, Page 321; along with any replats, amendments, supplements and annexations, (the “Subdivision”); and

WHEREAS, the Association, through its Board of Trustees (the “Board”), is vested with discretionary authority concerning the Reservations, Restrictions, and Covenants (the “RRC”); and

WHEREAS, the Association, through its Board, may adopt and amend rules and regulations, affecting Common Property and Building Sites; and

WHEREAS, the Association, through its Board, wishes to rescind all previously recorded resolutions and polices affecting the Common Property and Building Sites filed in the real property records of Trinity County; and

WHEREAS, the Association, through its Board wishes to replace and supersede all previously recorded resolutions and polices affecting the Common Property and Building Sites filed in the real property records of Trinity County, Texas with this consolidated and revised Complete POA Policy Manual, Third Edition; and

WHEREAS, the Association has defined terms for interpretation of this document in the RRC, Bylaws, and Articles of Incorporation for the Association;

NOW THEREFORE, pursuant to the authority granted to the Board by the Sixth Consolidated, Restated, and Amended Bylaws of Westwood Shores Property Owners’ Association (the “Bylaws”), this Complete POA Policy Manual, Third Edition has been adopted by an affirmative vote of the Board at a regular or special meeting called for such purpose as evidenced by the attached Certification of the Secretary of the Association, and shall hereafter replace and supersede all previous polices to the same effect.

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**Article 1**  
**Common Area Rules and Regulations**

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations for the Common Areas of the Association, as defined in the RRC, are hereby adopted by the Association Board:

**Section 1.01 General Rules and Regulations**

- a. Any Member of the Association shall be entitled to use of the Common Areas, provided however; that he/she is a Member in good standing and that the Owner's account is paid current (this shall include sums due in the form of General Maintenance Assessments, Recreational Assessments, Townhouse Maintenance Assessments, fees, fines, deductions, charges, and Special Assessments commensurate with property ownership).
- b. The household of a Member may use all of the same Common Areas. A household member is defined as a person in permanent legal residence in a Member's home, excluding Tenants as defined in 1.01(f) of this document.
- c. Use of the recreational facilities, as provided for in executed use agreements as entered into by the Association, requires application and approval by the Association.
- d. Memberships of Owner(s) terminate with the sale of property. Upon the sale of property a membership transfer fee and a recorded warranty deed is required to change the membership of the Owner(s) on the Association's record.
- e. Reference is made to the Bylaws of the Association wherein the Board is vested with the authority to adopt and amend rules and regulations which it, at any time, deems advisable or necessary. The power to enforce withdrawal of membership privileges is vested in the Board in the event that a Member is no longer in good standing. Members, their household, and Tenants, whose privileges are suspended, are not allowed to use any of the Common Areas as a guest.
- f. Any Member in good standing may invite a person or persons as his guest to use the Common Areas. A Tenant is a guest of the Owner from whom he/she rents. A Tenant is defined as the party(ies) to an Association approved lease as set forth in Article 7. The Member must be physically present in the Subdivision while their guest is using Common Area facilities, or as may be required by Country Club rules must be with their guest while using Country Club facilities, or the Member must request approval from management for use by the guest without the Member's presence in the Subdivision. In the case of Tenants, an approved leasing application must be on file in order for use of the facilities without the Owner present. Each Member will be responsible for the conduct of and adherence to the rules of each of their guests and Tenants. Members also will be held responsible for all fees, charges, or damages incurred by their guests. All guests/Tenants will be subject to any and all guest fees in effect as required by the Board.

- g. Property of the Association may not be removed by any Member or guest at any time. Members who are responsible for the removal or damage of Association property will be required to pay for its replacement. Members will be held responsible for the actions of their guests, Tenants, and their respective household members.
- h. The unsafe use of any motorized vehicle is strictly prohibited. No unlicensed driver shall operate a motorized vehicle of any type, including golf carts, in the Subdivision. Use of any vehicle may be specifically restricted in designated areas.
- i. All dogs, cats and/or other similar, common household pets must be on a leash and controlled by a responsible person whenever such pet is on Common Areas and/or otherwise not on Owner's property. In no event are pets permitted to run loose or constitute a nuisance by barking or other types of behavior that constitute a nuisance to other Owners. In addition, to prevent boarding or breeding of animals, no one household is to have more than 3 household pets. In accord with the RRC's Section 4.07, if Management deems a pet to be a nuisance, Trinity County Law Enforcement/Animal Control will be called and all Trinity County Ordinances shall prevail.
- j. Members and Association staff are encouraged to report violations of the rules and regulations to management. Management shall report such violations of rules and regulations to the Board, as necessary. In the event that any Member (or his guest, Tenant, or household members for whom he/she is responsible) should violate the Association rules, the Rules Enforcement Policy of the Association will be followed.
- k. Regardless of the good intentions of Members and management, and the greatest effort to provide quality service to the membership, there may arise a need for suggestions or complaints from time to time. These must be made in writing to management. Repeated deficiencies will be reported in writing to the Board.
- l. The Association is not responsible for any of the Members' or guests' personal belongings left on the Association's premises for any reason.

### **Section 1.02 Fishing and Boating Rules**

NOTE: Any person fishing on Lake Livingston is subject to state law.

To give all Owners a maximum of pleasure, to maintain ecological balance in our inland lakes and to keep inconvenience to a minimum, the following rules are adopted:

- a. In order for the lake to be most productive for fishermen, non-motorized watercraft and fishing boats with electric motors are permitted on the Association's inland lakes. Gasoline motors of five-horse-power or less are permitted on Westwood Lake only. Authorized boats may be put in the inland lakes only at locations designated by management.
- b. Boats shall at all times be used in a safe and prudent manner so as not to cause danger to



life or damage to property.

- c. All boaters shall follow safety regulations as prescribed by state statutes and Association rules.
- d. Members using boats shall be held fully responsible for any and all damages that are incurred by the misuse of the boats and shall reimburse the Association for any and all damages to Common Areas that might be caused there from.
- e. It is recommended that fishing and boating activities should terminate immediately upon the approach of an electrical storm and all boats should be cleared from the inland lakes. Members are responsible for monitoring weather conditions while on the lakes.
- f. Repeated violations may result in loss of boating privileges.
- g. Fishing or boating in the inland lakes shall be restricted to Members and guests only and are subject to Association membership card or proof of residency check.
- h. No trot line or throw lines will be allowed.
- i. The inland lakes may be patrolled to insure adherence to all rules.
- j. No swimming will be permitted in the inland lakes unless approved by management.
- k. No water skiing of any type will be allowed.
- l. No firearms will be permitted on or around the inland lakes at any time.
- m. Individuals using the inland lakes will do so at their own risk. The Association, its Board and officers, its manager, employees, agents and/or its attorneys do not assume liability for accident or injury.

### **Section 1.03 Marina Rules**

- a. Any and all boats used in Lake Livingston waters shall meet all requirements set forth by the State of Texas.
- b. All boating shall be conducted by rules of etiquette as well as laws, statutes and regulations of the State of Texas as well as any other regulatory authority governing boats and boating.
- c. All boats shall maintain a minimal speed in the marina area. No fast moving craft will be tolerated; this includes reckless docking and/or embarkment.
- d. No water skiing is permitted in the marina area.
- e. No craft shall be left unattended while the motor is running unless the craft is securely

anchored or tied.

- f. Neither fueling nor exchanging of fuel from one container to another shall be permitted in the stalls.
- g. No firearms shall be loaded, unloaded or carried loaded in the marina area.
- h. Any repairs, etc. shall be confined to a specific stall area so as to not constitute a hazard to other craft or persons in the immediate area.
- i. No swimming is to be permitted in the marina area. No hunting is to be permitted, nor is the discharge of firearms to be permitted in the marina area.
- j. Fees for storage of boats and boat rentals are posted at the POA Administrative offices.
- k. Only renters of boat slips and their guests are allowed on the docks.

## **Article 2 Collection of Delinquent Assessments and Payment Plans**

WHEREAS, the RRC provides that assessments which are not paid when due shall be delinquent; and

WHEREAS, there is a need to establish orderly procedures for the collection of assessments which remain unpaid past their due dates; and

WHEREAS, it is the intent of the Board to establish a policy for negotiating with Owners who are delinquent in the payment of the assessments:

### **Section 2.01 Due Dates**

In accordance with the RRC's Article 6, assessments are due on an annual basis. Upon request the POA currently allows payment on a monthly basis. A fee will be charged for any payment other than annual.

- a. Annual assessments shall be due and payable by the thirty-first day of January of each year.
- b. If paid monthly, assessments are due and payable on the first day of each month. Any assessments which are not paid by the last day of each month shall be assessed late charges.

### **Section 2.02 Late Fees**

Any account with an outstanding balance older than 30 days, regardless of the source of said balance with exception of previously accrued late fees (General Maintenance Assessments, Recreation Assessments, Townhome Assessments, fees, fines, sales, tax or any other legitimate duly authorized charge made to the Owner's account) shall be deemed delinquent and be

assessed a \$25.00 late fee each month in which a balance meeting aforesaid criteria remains outstanding.

### **Section 2.03 Delinquent Assessment Collection Procedures Collection**

Calls may be made to Owners delinquent thirty (30) to ninety (90) days.

Once an account is delinquent 90 days, a certified demand letter may be sent via first class and certified mail specifying the total amount owed, any late fees accrued as of that date, and a breakdown of all outstanding amounts included in the total amount owed specifying assessments, sales tax, fees, fines, certified letter charges, and any other miscellaneous charges that may exist on the account. The letter will provide the Owner with notice of 30 days to dispute the validity of the entire or any portion of the debt, enter into an approved payment plan, or provide payment in full at the risk of being referred for further legal and/or collection action.

When an account reaches 120 days delinquency, a certified demand letter will be sent via first class and certified mail specifying the total amount owed, any late fees accrued as of that date, and a breakdown of all outstanding amounts included in the total amount owed specifying assessments, sales tax, fees, fines, certified letter charges, and any other miscellaneous charges that may exist on the account. The letter will demand payment in full within 30 days at the risk of being referred for further legal and/or collection action.

Upon expiration of said demand letter, if the account has not been brought current or the Owner has not entered into an approved payment plan, the account will be reviewed by the Association to determine the best course of action to further pursue said debt including but not limited to filing suit for personal judgment, referral to a collection agency or attorney, or filing of a letter of intent with Trinity County Appraisal District. The Association may determine other viable courses of action at its sole discretion based on the individual account and applicable state and federal laws at that time.

The Owner shall be responsible for all costs incurred as a result of collection actions taken due to delinquent assessments and shall be advised of such in every letter sent to said Owner.

### **Section 2.04 Payment Plans**

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines ("Payment Plans") for assessments; and

WHEREAS, the Association, through its Board, is vested with discretionary authority concerning the rules and regulations contained herein; and

NOW THEREFORE, in order to comply with Texas Property Code Section 209.0062, the Association hereby adopts the following Payment Plan guidelines:

- a. All Owners are entitled to one approved Payment Plan to pay their annual assessments prior to being turned over to the Association attorney for collections.

- b. All Payment Plans require a down payment and monthly payments.
- c. All payment plans will be assessed a \$5.00 administrative fee for each month of the payment plan.
- d. STANDARD PAYMENT PLAN: Upon request, all Owners are automatically approved for a Payment Plan consisting of 10% down, with the balance paid off in 12 monthly installments.
- e. ALTERNATIVE PAYMENT PLANS: Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals; provided however, that no Alternative Payment Plan may extend for more than 18 months from the date of the Owner's request for an Alternative Payment Plan.
- f. Once a payment plan has been approved and entered into, all Late Fees will be suspended from continued accrual based on the date of the agreed payment plan. However, the failure to make any sequential monthly payment will result in reinstatement of all Late Fees from the date of suspension onward.
- g. A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees.
- h. The Owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- i. All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.
- j. If an Owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
  - i. failing to return a signed Payment Plan form with the down payment;
  - ii. missing a payment due in a calendar month (including NSF checks); or
  - iii. failing to pay future assessments by the due date
- k. If an Owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the Owner for the next two years after the date of default.
- l. No Payment Plan may last less than 3 months or more than 18 months.
- m. The Association may only charge the reasonable costs of administering the Payment

Plan, while an Owner is current on their Payment Plan.

**Article 3**  
**Consolidation of Lot(s) for the Deletion of Assessments**

**Section 3.01 Criteria**

No more than three (3) lots may be consolidated. This condition applies only to the number of lots which may be consolidated but does not restrict the number of lots one may build upon.

All structures for lot consolidation must comply with the following policies and procedures set forth by the Property Owners Association Board of Trustees. In addition, this construction and all other construction on a lot shall comply with the Restrictions as set forth in the Consolidated Restated and Amended Reservation, Restrictions and Covenants for Westwood Shores, and all ACC and POA policies.

1. NEW HOME CONSTRUCTION:
  - a. ALL SECTIONS EXCEPT MOBILE HOME and DOUBLE WIDE SECTIONS: New home foundation must cross property lines of the adjoining lots to be consolidated.
  - b. MANUFACTURED HOMES: Homes cross the property lines of adjoining lots to be consolidated.
2. ADDITIONS TO EXISTING HOMES: Must complement the existing home and cross the property lines of the adjoining lots to be consolidated as described below.
  - a. Additions attached to the home where one side of the addition shares a common wall of the existing home:
    - i. Minimum size: 300 sq. ft.
    - ii. Foundation must extend across the property lines of the lots to be consolidated.
    - iii. The roof line of the addition is to be extended so that it looks to be part of the original home.
    - iv. There must be full walls on all sides of the addition, unless approved as a carport (see c. below).
  - b. Additions to the home that are detached (i.e. do not share a common wall with the existing home):
    - i. Minimum size: 400 sq. ft.
    - ii. Must be connected to an existing residence as an incorporated part of the existing residence and connected by a covered concrete walkway covered in the same manner as the roof of the home. The addition should be in close proximity to the home; maximum distance from home of 20 ft. Actual distance will be determined by design and lot configuration.
    - iii. Addition and/or accompanying walkway must cross the property lines of the adjoining lots to be consolidated.
    - iv. There must be a full wall on all sides of the addition unless approved as a carport

(see c. below)

- v. The structure must contain permanent electricity concealed from view (i.e. serviced underground from the main structure or on a separate meter).
  - vi. Only one detached addition is allowed to the existing home (see the complete ACC Policy Manual Section 7.02 (c) for additional information.)
  - vii. Detached structures must have roofs that match the style and material of the existing home (i.e. Gable, Pitched, Hip, etc.).
- c. Carports: Either attached or detached:
- i. Minimum size: 600 sq. ft. of which at least 200 sq. ft. on one side of the carport is completely enclosed as an additional room/storage area.
  - ii. All other criteria as given under the appropriate category above.

### **Section 3.02. PROCEDURE**

All new construction requires ACC approval to begin work. Lot consolidation is a POA policy; lot consolidation affects POA finance and therefore requires POA approval.

1. The plan is submitted to the ACC for approval of construction of the structure.
2. The plan approved by the ACC is then submitted to the POA for "conditional" lot consolidation approval at the next POA Board meeting. Should the ACC have some questions about plan compliance with lot consolidation policy or wish to propose an exception (as may be done for a variance), the plan may be submitted to the POA with "conditional ACC approval." After review, the POA Board will approve or deny the proposed plan for lot consolidation.
3. Consolidation requires a separate application upon completion of construction as defined in the Complete ACC Policy Manual Section 4.02 (e).
4. The consolidation application and completed structure are reviewed by Management. If the application and completed structure meet the above criteria, Management will grant approval for the deletion of Assessments the month following the consolidation approval and the Consolidated Lot will be subject to the Assessments of a Single Lot or Building Site. Any circumstances that do not meet the above criteria may be presented to the Board of Trustees for consideration as an appeal for deleting the additional Assessments.
5. The Association reserves the right to unconsolidate any previously approved consolidation if the Owner alters the qualifying structure in any way from the original criteria through which consolidation was approved.

### **Article 4 Enforcement of RRC and Policies**

NOW THEREFORE, be it resolved that the following enforcement procedures be adopted:

The managing agent and/or those assigned by the Association to carry out said tasks shall periodically inspect the community and note those items and/or conditions that do not comply with the dedicatory instruments.

#### **Section 4.01 Universal First Notice**

The first notice of a violation sent to an Owner shall state the restriction or policy which is being violated, the appropriate steps to take to comply with said dedicatory instruments, a reasonable period of time to cure said violation, and the consequences of failing to comply with said dedicatory instruments in the future (i.e. fines, suspension of Member privileges, etc.) in a letter delivered via first class mail or electronic mail if an electronic mail address is on file.

#### **Section 4.02 Complete POA Policy Manual Related Additional Notices**

If the violation pertains to regulations set forth in the Complete POA Policy Manual, and is the second offense within 6 months, the Owner will be sent a certified letter advising them of their failure to comply with the dedicatory instruments and the consequences being imposed. The second letter will further advise the Owner that should another offense occur within 6 months, additional penalties will be imposed based on the progressive fining/suspension schedule attached in "Exhibit A". Any further notices regarding violations pertaining to the Complete POA Policy Manual will continue to be sent via certified letter, advising them of their failure to comply with the dedicatory instruments and the consequences following said fining/suspension procedure.

#### **Section 4.03 RRC And Complete ACC Policy Manual Related Additional Notices**

If the violation pertains to regulations set forth in the RRC and/or Complete ACC Policy Manual and is not cured within a reasonable period of time, ordinarily 30 days, a second letter sent via certified mail will be sent advising the Owner that they have failed to comply with the previous notice advising them of the violation and consequences of failure to comply. The second letter will restate the violation, cite the restriction or policy being violated, list the appropriate steps to take to comply with said restriction, and the consequence being enforced for failure to comply in accordance with the attached fine/suspension schedule attached in "Exhibit A". The second letter will further provide an additional 30 days from the date of notice to comply before further consequences are imposed.

Should a third notice be necessary for those violations pertaining to the RRC and/or Complete ACC Policy Manual, it will be a legal demand sent via certified mail notifying the Owner that failure to comply within 10 days can result in his being referred to an attorney and that legal expenses will be charged to his assessment account until paid and/or action by the Association to cure said violation at the expense of the Owner. Said letter will additionally inform the Owner be assessed fines in accordance with the fining/suspension procedure every 30 days until the violation is cured. Each additional fine charged will cause notice to be sent via certified mail as well and all membership privileges will be suspended until the property is brought into compliance.

#### **Section 4.04 Habitual Offenders**

If the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) month period, the fine/suspension may be levied immediately without giving the Owner a reasonable time within which to cure the violation.

#### **Section 4.05 Right to Hearing**

All letters will inform the Owner that not later than the thirtieth (30th) day after the date of the

notice, (or later date provided by §209.006(b)(2)(B) of the Texas Property Code or its successor statute), the Owner may request a hearing before the Board to contest the fine.

If the request for an opportunity to be heard is received by the Association from the Owner within thirty (30) days from the date the Owner receives the written notice, a hearing shall be scheduled before the Board. Such hearing shall take place within thirty (30) days at the date and time set by the Board. The Owner shall be notified of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.

Individuals are requested to notify all participants prior to any recording of any hearing, meeting, or other official gathering on behalf of the Association.

#### **Section 4.06 Rights of The Association for Enforcement Matters**

After an affirmative decision by the Board or after the expiration of the written notice, the Association may enforce compliance by any one or more of the following means:

- a. Levy and collect reasonable fines and penalties from the Member, as set forth in Exhibit "A" to this Resolution.
- b. Levy and collect an assessment against any Member for any costs incurred by the Association in connection with the breach.
- c. Take action to cure or abate such violation and to charge the expenses thereof, plus any attorney's fees incurred, to Member in violation, as set forth in Exhibit "B", Cure or Abatement Fee Schedule.
- d. Instruct the Association's attorney to send a letter of demand and, if necessary, proceed to file suit. Provided, however (as required by Section 209.008 of the Texas Property Code), prior to turning a violation over to the Association's attorney, the Owner will be sent a written notice that attorney's fees and costs will be charged to the Owner if the violation continues after a date certain. Any legal expenses and fees incurred shall be assessed to the Owner.
- e. After notice as may be required by law, exclude any Member from use of any facilities within the Common Areas, during and up to sixty (60) days following any breach, unless the breach is a continuing breach, in which case the exclusion shall continue for so long as such breach continues.
- f. Take such other action as may be appropriate.

Cases justifying immediate action shall include and shall not be limited to damage to Common Areas and violations posing a nuisance or safety issue.

Damage assessments 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 or damage assessments against such residents, guests, and invitees will also be assessed



against the Owner's Lot. Provided, however, prior to charging an Owner's Lot for damages (in accordance with Section 209.006 of the Texas Property Code) the Owner must be sent a written notice by certified mail, which notice must describe the property damage and advise the Owner that he/she may request a hearing before the Board in accordance with the procedures set forth above.

The notice provisions set forth in this document, as allowed by Section 209.007(d) of the Texas Property Code, do not apply if the Association is seeking a temporary restraining order or temporary injunctive relief.

#### **Section 4.07 Exhibit A-Fine and Membership Privilege Suspension Schedule**

After notice as may be required by law, all violations will be subject to the following fine/suspension schedule, with the exception of ACC related violations as outlined below, unless specifically provided for in the RRC, Bylaws, or other dedicatory instruments. Should any conflict be found between this schedule and any other provision outlined in other dedicatory instruments, the more severe provision will apply provided it is in compliance with all state and federal statutes.

1. \$100 and 30 days Suspension of Membership Privileges Assessed for First Certified Notice of a Violation
2. \$200 and 30 days Suspension of Membership Privileges Assessed for Second and Each Subsequent Certified Notice of a Violation
3. Habitual offenders may be referred to the Board for further action as approved by the Board.
4. ACC related violations occurring during an approved project or any construction started without ACC approval, will be subject to those charges and procedures outlined in the Complete ACC Policy Manual.

#### **Section 4.08 Exhibit 8-Cure or Abatement Fee Schedule**

Fees assessed for Association action taken to cure or abate violations are charged in addition to any fines imposed as a result of said violation. Fees are assessed to cover the cost of Association action and are assessed on a per action basis.

1. Mowing, Weedeating, or General Lawn Maintenance
  - a. House on 1 Lot- \$100
  - b. House on 2 Lots- \$125
2. Debris and Trash Clean Up
  - a. Minimum of \$100. Amount contingent on items to be removed/disposed of and

shall not exceed \$500.

3. Dead Tree Removal

- a. \$100 in addition to any contractor costs incurred.

4. Any other actions undertaken by the Association

- a. \$100 per man hour if action is performed by Association employees or, volunteers.
- b. \$100 in addition to any contractor cost if work must be performed by a contracted vendor.

**Article 5  
Fireworks**

**Section 5.01 Fireworks Prohibited**

Now therefore, be it resolved that the Association prohibits any fireworks other than those sponsored and provided by the Association and its affiliates.

**Article 6  
Garage Sale, Estate Sale, and Community Yard Sale Policy**

**Section 6.01 Individual Garage Sales**

Now therefore, be it resolved that individual garage/ yard sales not falling under the qualifications of an estate sale or community wide yard sale, as defined herein, are prohibited.

**Section 6.02 Community Yard Sales**

The Board may permit community wide yard sale(s) to be held on an individual Owners' property(ies) only during the date(s) and time(s) as designated and noticed by the Board. It is further resolved that any community wide yard sale so permitted may last no more than two days and only signage provided by and/or approved by the Association will be allowed within the Subdivision.

**Section 6.03 Estate Sales**

Upon application to the Association, estate sales, for the purposes of disposing of property due to death or a move, may be held upon approval by the Association's administrative office. It is further resolved that any estate sale so permitted must last no more than two days and only signage provided by and/or approved by the Association will be allowed within the Subdivision.

Notwithstanding anything to the contrary hereinabove, the Association's policy prohibiting garage sales shall otherwise remain in full force and effect.

**Article 7**  
**Leasing or Renting of Property for Periods Exceeding Thirty (30) Days**

**Section 4.04 Consolidated Restated and Amended Reservations, Restrictions and Covenants for Westwood Shores states:**

*No lot shall be used except for Single-Family RESIDENTIAL PURPOSES. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, licensed daycares, duplex houses, apartment houses, boarding houses, hotels, churches and all other commercial uses as all such uses of said property are hereby expressly prohibited.*

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*It is permitted for Owners to lease a residence in the Subdivision, so long as tenants are leasing the entire land and improvements comprising the home site. "Leasing" for purposes of these Consolidated Restrictions is defined as occupancy of a dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit...All leases must be in writing and shall contain such terms as the Board may prescribe from time to time.*

NOW, THEREFORE, BE IT RESOLVED THAT the following criteria and procedures for leasing or renting of property are adopted effective immediately and replace and/or supersede all previous resolution pertaining to this topic.

**Section 7.01 Requirements for Approval of Lease Application**

All rental or lease agreements are required to be approved by the Association or its managing agent acting on its behalf. The required standard Association applications for rental or lease of property will be available at the administrative office of the Association.

- a. **The rental or lease agreement must be for no less than six (6) guaranteed and consecutive months. Rental or lease agreements for less than six (6) guaranteed and consecutive months are prohibited.**
- b. All rental or lease agreements must list all independent residents of the property over the age of 18 as a party to the lease, and all independent residents over the age of 18 are subject to the requirements of the background check.
- c. Applications must be accompanied by proof of the Owner's due diligence in conducting a background check and will be denied for any potential Tenant/resident with a felony conviction.
- d. Applications must be accompanied by written acknowledgement of receipt and review of the RRC and Policies of the Association by both Owner and Tenant.
- e. **Applications must be accompanied by a valid, written rental or lease agreement no less than six (6) guaranteed and consecutive months.** Automatically renewed leases or rental agreements must have a written amendment on file extending the lease or rental agreement for **no less than six (6) guaranteed and consecutive months.** No month-to-month leases or automatic renewals on a month-to-month basis will be approved.
- f. Lease applications will not be approved for any Owner who is (1) delinquent on any assessments owed for any property belonging to said Owner within the subdivision; and/or (2) not in compliance with the governing documents.

- g. The entire residence must be leased. No rental or leasing of separate beds, rooms, floors, other areas or structures on a lot is permitted.

**Section 7.02 Procedures for Providing Access**

Once a lease application has been approved, the Tenant will be provided with decals authorizing vehicular access for those automobiles owned by the Tenant at the administrative offices of the Association.

Decals will be affixed to the vehicle directly by the administrative staff and will only be provided for those vehicles registered and/or insured to the approved Tenant.

The approved decals will be replaced once every quarter each year by Access Control. If any application criteria listed above fails to be maintained, a new decal will not be issued.

Use of E Tag will be in accord with procedures announced for Tenants.

**Section 7.03 Tenant Use of Amenities**

In accord with POA Policy 1.01 (f) an approved leasing application must be on file for the use of the facilities without the Owner present. To allow the Tenant to use the amenities as a guest of the Owner, the Owner shall sign a form giving his rights to use the amenities to the Tenants, and provide the POA administrative office with a list of Tenants listed on the lease to be approved to use of the Amenities prior to any such use of the amenities by any Tenant. The Owner is responsible for the conduct and adherence to the rules of their Tenants.

Tenants are not allowed to use MVR facilities and amenities unless approved by MVR.

**Section 7.04 Unapproved Tenants Without Authority to Use Amenities**

Those Owners failing to receive approval for lease application of potential Tenants will be considered in violation of RRC and subject to penalties accordingly.

Those Tenants without proper decals for access will be charged \$10.00 per weekly hang tag issued, after the first two weeks of residency. This fee is non-refundable and non-prorated. The charge will be place on the Owner’s account.

**Article 8  
Records Retention and Production**

**Section 8.01 Time Period of Record Retention**

NOW THEREFORE, in order to comply with Texas Property Code Section 209.005(m), the Association hereby adopts the following Records Retention Policy:

The Association shall maintain its records as follows:

RECORD	RETENTION PERIOD
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Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendment to those documents.	PERMANENT
Association Tax Return and Audits	SEVEN (7) YEARS
Financial Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of meetings of the Owners and Board	SEVEN (7) YEARS

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

**Section 8.02 Records Production**

NOW THEREFORE, in order to comply with Texas Property Code Section 209.005, the Association hereby adopts the following Records Production Policy:

1. Copies of Association Records will be available to all Owners upon their proper request and at their own expense. A proper request:
  - a. is sent certified mail to the Association’s address as reflected in its most recent management certificate; and
  - b. is from an Owner, or, if authorized in writing by the Owner, the Owner’s agent, attorney, or certified public accountant; and
  - c. contains sufficient detail to identify the Records being requested.
2. Owners may request to inspect the Records OR may request copies of specific Records.
3. If the Owner makes a request to inspect the Records, then the Association will respond within 10 business days of receipt of the request, providing the dates and times the Records will be made available and the location of the Records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection and the Owner shall pay all labor costs associated with location and compilation of requested Records prior to commencement of said inspection. The Association shall provide the Owner with copies of specific documents requested during the inspection upon the Owner paying the Association the cost thereof.
4. If the Owner makes a request for copies of specific Records, the Association shall, within 10 business days of receipt of the Owner’s request, send a response letter advising on the date that the requested copies will be made available (must be available within 15 business days of the response letter) and the cost the Owner must pay before the requested copies will be provided. Upon the Owner paying the cost of producing the requested copies, the Association shall provide the requested copies to the Owner.

5. The Association hereby adopts a schedule of cost to reflect the cost dictated by Texas Administrative Code, Section 70.3 to be reviewed periodically for consistency with Texas Administrative Code, Section 70.3 and posted in the administrative office and available online.
6. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the Owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
7. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an Owner, including restriction violations, delinquent assessments, financial information, and contact information other than the Owner's address.

## **Article 9**

### **Signs**

Now therefore be it resolved that signage is allowed on individual property only under the following criteria. All other signage is prohibited.

#### **Section 9.01 Vacant Lots**

Before initial residential occupancy, no sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any lot in the subdivision without the prior written approval of management and any such approval which is granted may be withdrawn at any time, in which case, the party granted such permission shall, within the period designated by management (which in no event shall be less than five (5) days), thereupon remove the same.

#### **Section 9.02 Home for Sale**

Existing houses may post a maximum of two (2) two foot by three foot (2' x 3') "FOR SALE" signs inside or outside windows of their choice to advertise the house for sale. The signs may be located in the front, rear, or side of the house. In the case of a corner lot, the Owner may post two (2) signs, one facing each street, or in the case of golf course or waterfront properties, one in the front and one in the rear. When no window can be viewed from the street, an alternative location may be selected by the mutual agreement of the Owner and management. No sign location other than the above described is acceptable without first obtaining written approval of management.

#### **Section 9.03 Builder Signs**

During the construction phase of new houses, for a period not to exceed six (6) months from the date of new home construction plan approval, the Owner may place one (1) sign in the front yard not to exceed two foot by three foot (2' x 3') advertising the builder of the

new house.

Upon Owner occupancy of the new house, or six (6) months, whichever is less, the builder's sign must be removed immediately from the site upon which the new house is located. An Owner, without the written consent of management, shall not have the right to authorize the builder to keep his sign on the premises past the above referenced terms.

#### **Section 9.04 Home Security Signs**

No sign shall be permitted on any lot except for a limited number of small, inconspicuous, discretely placed signs for the purpose of warning of the presence of a home security system. Each sign shall be from a professional security company and should not exceed one (1) square foot in area. One (1) sign shall be allowed in the front yard and one (1) shall be allowed within the rear yard of the home. Each sign may be mounted on a stake or a wall of the house or garage. If stake mounted, the top of the sign shall not exceed two feet (2') from the ground level when installed and must be no further than three feet (3') away from the house or garage. The text and overall appearance of the signs must be acceptable and must primarily provide a security warning without prominent advertising of any business. Signs must be maintained in good condition and the Association may require removal of signs which have deteriorated.

#### **Section 9.05 Open House**

One (1) temporary open house sign is allowed in front of residence on the day of open house only. The sign shall not exceed six square feet (6') in overall size.

#### **Section 9.06 School Organization**

One (1) temporary (not exceeding 30 days) school sign is allowed in the planting beds of a residence not farther than three feet (3') from the outside wall of the house. The sign shall not exceed forty-two inches (42") in height and eighteen inches (18") in width.

#### **Section 9.07 Political Signs**

One (1) sign per each candidate or ballot item is allowed only on or after the 90th day preceding the date of the election to which the sign relates and it must be removed before the 10th day after that election date. The sign must be ground mounted and may not exceed four foot by six foot (4' x6'). Political signs may not:

- a. threaten public health or safety,
- b. violate any law,
- c. contain language, graphics or any display that would be offensive to the ordinary person,
- d. be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists,
- e. include painting of architectural surfaces,
- f. be attached in any way to plant material, a traffic control device, a light, a trailer, a

- vehicle, or any other existing structure or object, OR
- g. contain roofing material, siding, paving materials, flora, one or more balloons or light, or any other similar building, landscaping, or nonstandard decorative component.

### **Section 9.08 Other Signs**

Any sign of any nature or type that is not professionally created and tastefully worded may be removed, however, in such case, the person who obtained the sign approval shall be notified of such sign removal and changes that need to be made to the sign.

In the event any person or persons place or otherwise allow a sign of any type or nature upon or within property, lot, or house which has not been approved, the said sign shall be removed and/ or enforcement procedures of the Association pursued.

### **Section 9.09 Signs for Spec Homes**

During the construction phase of a Spec Home, the Builder may place one (1) sign in the front yard not to exceed 12 square feet, advertising both the builder and the real estate company selling the home. Upon sale of the home to a permanent owner the sign must be removed immediately from the site upon which the new home is located. All signs must be maintained in a professional and neat appearance at all times.

## **Article 10**

### **Traffic Rules**

#### **Section 10.01 Speed Limit**

Now therefore, be it resolved that the Association successfully petitioned the Trinity County Commissioners Court by order to extend the following traffic rules that apply to a county road to the roads of the Subdivision located in the unincorporated area of a Texas County with less than 100,000 population pursuant to Section 542.007 Texas Transportation Code; and

Further resolved, that the traffic rules be:

Speed limits of not more than 30 miles per hour on all streets in the Subdivision.

#### **Section 10.02 Traffic Rules**

Now therefore, be it resolved that the Association successfully petitioned the Trinity County Commissioners Court by order to extend the following traffic rules that apply to a county road to the of the Subdivision located in the unincorporated area of Trinity County, Texas, a Texas County with less than 500,000 population pursuant to Section 542.007 Texas Transportation Code and

Further resolved, that the traffic rules be:



- a. Intoxication and Alcoholic Beverage Offenses (TX Penal Code Ch. 49.04)
- b. Driver's Licenses and Certificates (TX Transp. Code Ch. 521)
- c. Motor Vehicle Safety Responsibility Act (TX Transp. Code C. 601)
- d. Accidents and Accident Reports (TX Transp. Code Ch. 550)
- e. Vehicle Equipment (TX Transp. Code Ch. 547)
- f. Operation and Movement of Vehicles (TX Transp. Code Ch. 545.401)
- g. Traffic Signs, Signal and Markings (TX Transp. Code Ch. 544)
- h. Texas Controlled Substances Act (TX Health & Safety Code, Title 6, Subtitle C, Ch. 481)

## **Article 11**

### **Security**

The Association, its Board and officers, its manager, employees, agents and/or its attorneys, ("Association and related parties") shall not in any way be considered an insurer or guarantor of security within the property or on the lakes.

Neither shall the Association and related parties be held liable for any loss or damage by reason of failure to provide adequate access control nor ineffectiveness of access control measures undertaken.

Unit Owner and Tenants on behalf of themselves, all occupants of the unit being leased or rented, guests and invitees of any unit Owner or resident, as applicable, acknowledge that the Association and related parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, rules and regulations, or other security systems or procedures (if any are present) will prevent loss by use of the lakes, fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices rules and regulations, or other security systems or procedures will in all cases provide the detection or protection for which the system or procedure is designed or intended.

Unit Owner and Tenants, on behalf of themselves, all occupants of the unit being leased or rented, guests and invitees of an unit Owner or Tenants, as applicable, acknowledges and understands that the Association and related parties are not an insurer and that each unit Owner, Tenants and occupant of any unit and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to units and to the contents of units and further acknowledges that the Association and related parties have made no representations or warranties nor has any unit Owner or Tenants on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, rules and regulations, or other security systems or procedures recommended or installed or any security measures or procedures undertaken within the property.

**Article 12**  
**Wildlife Management**

WHEREAS, the feeding of wildlife constitutes a means to attract an unnatural population of both species and abundance; and

WHEREAS, the overabundance of wildlife and attraction of species not naturally occurring within a populated, residential community poses both a safety and a health hazard to residents; and

NOW THEREFORE, the Association, through its Board, defines the feeding of wildlife, with the exception of birds, as a nuisance and annoyance to the Subdivision, subject to fines and penalties associated with the violation of the RRC as outlined in the governing documents.

**Article 13**  
**Temporary Waiver of Assessments for Approved Spec Homes**

NOW, THEREFORE, BE IT RESOLVED that in the interest of promoting development of the subdivision and thereby promoting protection of property values, the Association adopts the following policy regarding assessments applicable to owner/builders who wish to build a spec home:

A "spec home" is defined as a house built by a builder for the purpose of resale and not for their personal occupancy.

Owner/builders who wish to build a spec home must first apply for approval of the home construction plans by the ACC. The builder approved for a spec home must follow all current ACC Rules and Regulations, including no dirt work nor cutting of trees before ACC approval is received.

Once plans for said spec home are approved in accordance with all dedicatory instruments of the Association, the owner/builder may apply for a waiver of assessments for said lot(s) (not to exceed three (3) lots) for a period not to exceed twelve (12) months from the first of the month following approval. Approval of the waiver is granted by the POA Board of Trustees.

In order to qualify the owner/ builder must:

- a. Sign a release acknowledging that should said spec home become occupied by the owner/builder or without a transfer of deed within five (5) years after completion of construction, any issued waiver will be rescinded, and all back assessments shall be due and payable immediately.
- b. Be current and permanently remain current on all assessments, charges, fines, or fees commensurate with property ownership on all lots to which the owner/ builder is a party to ownership. Failure to remain current on all lots to which the owner/ builder is a party to ownership will result in the waiver being rescinded and all back assessments

becoming due and payable immediately.

- c. Have no outstanding deed restriction violations on any lot to which the owner/ builder is a party to ownership.
- d. Have approval for all plans pertaining to the spec home from the ACC.

If the owner/ builder meets all of the preceding criteria as verified by Management, the Board of Trustees authorizes a waiver of assessments for said lot(s) for a period not to exceed (12) months. An approval/ denial letter will be issued by Management within 10 business days of application and the waiver, if so issued, will go into effect the first of the month following issuance of such approval. If denied, said letter will state the specific qualification(s) which prohibited the owner/ builder from being approved. Should construction fail to be completed by the end of the 12<sup>th</sup> month, the waiver will not be extended regardless of any extensions granted for ACC approval. Should the house fail to sell by the end of the 12<sup>th</sup> month, the waiver will not be extended. If the construction of approved Spec Home has not begun or arrangements made to do so by the end of the 12<sup>th</sup> month waiver period will result in the waiver being rescinded and all waived and current assessments become due and payable immediately.

#### **Article 14** **Unauthorized Access to Westwood Shores POA**

NOW, THEREFORE, BE IT RESOLVED that in the interest of the safety of the subdivision, the Association adopts the following policy regarding unauthorized access to Westwood Shores POA:

Westwood Shores is a gated community. Entrance to Westwood Shores and its adjacent communities of Trinity Pines Village, Salt Creek Acres, and Daniels Property is monitored by the Access Control staff. All entry to Westwood Shores and these adjacent communities from FM 356 or other contiguous properties must be through the Access Control Gate, or a temporary entrance that may be established and monitored by Access Control Staff. Property owners will be subject to the POA fine policy for any violation of this policy by either the property owner, their family member, or their guest.

#### **Article 15** **Financial Policies and Procedures**

NOW, THEREFORE, BET IT RESOLVED That in the interest of promoting development of the subdivision and thereby promoting protection of property values, the Association adopts the following policy regarding financial policies and procedures that protect the financial and physical assets of the Westwood Shores Property Owners' Association:

- I. Financial Assets
  - A. Internal Controls

1. Banking system requires a minimum of two (2) signatures on all checks and all Board of Trustees and Administrative staff approved by the Board of Trustees shall be signatories.
  2. Bank and computer passwords are changed periodically, minimum of every six months and as necessary after staff turnover.
  3. Staff is cross-trained so more than one staff member has the ability to monitor activity.
  4. Authorized expenditure levels established as follows: Community Managers - \$5,000.00 within approved annual budget by line item
  5. When feasible, competitive bids are obtained for expenditures in excess of \$5,000.00, except in the case of an emergency situation.
  6. Detailed and timely accounting records maintained separate from G/L entries.
  7. Cash received must be kept in locked safe until deposits are made to the approved banking institution. Deposit must be made when balance of cash in office is over \$250.00.
  8. Cash deposits will be delivered to bank by approved Access Control Staff or office staff.
  9. Receipts will be given for all cash transactions in the POA office and receipt books monitored by Community Managers and Assistant Community Manager.
- B. Investment strategies to protect the funds of the Association, ensure that liquidity of funds considering are available to meet cash flow requirements and provide for prudent investments of funds considering the probable safety of capital and probable income to be derived.
1. Depository banks- comparative depository bank services and costs will be evaluated every two (2) years to ensure best service/cost for the Association.
  2. Depository banks FDIC limits and/or pledged securities should be recorded to ensure that all assets are protected.
  3. Investment of cash balances in excess of \$300,000.00 may be invested in the following:
    - a. Certificates of deposits issued by State and National Banks that have main and branch offices in Texas that collateralize in accordance with Texas State Law (Public Funds Investment Act).
    - b. Direct obligations of the United States: U.S. Treasury Bills, U.S. Treasury Notes and U.S. Treasury Bonds.

II. Independent Audit

- A. An independent audit shall be made each year. Competitive bids for the audit firm should be obtained at least once every three (3) years.

III. Physical Assets

- A. Appropriate inventories of equipment and holdings shall be maintained in all Department Locations.
- B. Locks on all doors shall be changed as necessary after staff turnover.
- C. Security cameras and alarm systems shall be in place in specified areas and default passwords will be changed immediately. Systems will be tested periodically and a

log kept of each test date and findings.

**Article 16  
Trailers Stored on Lots**

NOW THEREFORE, BE IT RESOLVED that in the interest of the community the following article is added to the Manual.

Trailers may be parked on a lot that is immediately adjacent to a property where the main structure is located, as long as all other requirements of the POA's, RR&C's and POA's policies are complied with. Both lots must be owned by the same owner.

**Article 17  
Property and Common Area Maintenance**

NOW THEREFORE, BE IT RESOLVED that in the interest of the community the following article is added to the Manual.

**Section 17.01 Property and Common Area Maintenance**

In accordance with RRC's Section 4.09, all lots must be kept in a well-maintained, sanitary and attractive condition. These conditions will be determined by the POA Board of Trustees. Discretion is based on standards set by the Community.

Examples: the use of tarps to cover roofs or items stored on a lot should be temporary, color to blend with the surroundings and are prohibited for permanent use. Emergency repairs are excluded for a period of 30 days. No littering (includes disposal of cigarette butts), no dumping of lawn debris, shrubs, trees or any other trash on roads, in parks, greenbelts, lots, etc. is allowed.

**Article 18  
Parking on Common Roads**

NOW THEREFORE, BE IT RESOLVED that in the interest of the community the following article is added to the Manual.

**Section 18.01 Parking on Common Roads**

In order to maintain clean roads and perform necessary maintenance, pot hole repair, road resurfacing and allow access for emergency vehicles, etc. parking on the roadways is not allowed. As defined in the RRC's Section 2.02, The streets, roads and lanes shown on the Plats are dedicated to the restricted use of the public . . . Lanes are for the principal purpose of providing ingress and egress from the Lots which abut them: accordingly no cars or other vehicles shall be permitted to be parked or to stand nor shall other obstructions of any kind be permitted in such lanes. Also, as defined in RRC's Section 4.01 (d), all dwellings must provide off street parking for a minimum of two (2) vehicles.

Approved temporary parking: Visitors and Contractors are allowed.

**Article 19**  
**Property Owner Responsibilities for Contractors**

NOW THEREFORE, BE IT RESOLVED that in the interest of the community the following article is added to the Manual.

**Section 19.01 Property Owner Responsibilities for Contractors**

It is the responsibility of each property owner to ensure their contractors and service providers are aware of and follow all rules and policies while within the Subdivision. To ensure contractors and service providers coming into Westwood Shores conduct themselves accordingly, the following is a quick reference list and may not contain all relevant policies. Refer to the Complete POA Policy Manual for further information:

- a. Must be authorized by a property owner- either by the "Guest List" on file at the Access Control gate or by a phone call from the property owner. Note: If not on an approved list, they will be denied access to the Subdivision.
- b. Must adhere to all traffic laws and posted signs in the Subdivision.
- c. No littering or dumping of lawn debris, shrubs, trees or any other trash on roads, in parks, greenbelts, lots etc. is allowed. Burning of material at any time is strictly prohibited.
- d. Are not allowed to bring any animals into Westwood Shores.
- e. Will not interfere with normal traffic flow on any road in WS. No work activity is allowed in the roads.
- f. Construction hours: Construction hours are Dawn to Dusk (contractors may arrive at the job site prior to that time and prepare to start work). No work on the following days: New Years, Easter, July 4th, Thanksgiving and Christmas. Any exceptions to this must be approved by Management.

**ARTICLE 20**  
**Abandoned and Junk Vehicles**

NOW, THEREFORE, BE IT RESOLVED that in the interest of clarifying the General Restrictions, Article 4.05 Offensive Activity Prohibited and Article 4.09 Property Maintenance, of the Consolidated Restated and Amended Reservations, Restrictions and Covenants for Westwood Shores Subdivision, Trinity, Texas, the Association adopts the following policy with regarding to Abandoned and Junk Vehicles.

**Section 20.01 Abandoned and Junk Vehicles defined:**

Abandoned vehicles (including but not limited to cars, trucks, recreational vehicles, boats, jet skis, trailers, commercial vehicles and trailers) are those that are inoperable and have been left unattended on public or private property in excess of 48 hours. A junk vehicle is one that is inoperable and has an expired license plate or vehicle safety inspection certificate or that is

wrecked, dismantled, partially dismantled or discarded, or remains inoperable for more than 30 days on private property and 72 consecutive hours if on public property.

**Section 20.02 Policy:**

Abandoned and Junk vehicles are prohibited in the subdivision, whether on public property or private property. This prohibition on private property extends not only to the driveway of a home, or front of the lot, but to all of the lot including back or side yards. Any such vehicle parking on public or POA owned property is subject to being towed after notice.

**ARTICLE 21  
Use of Temporary Structures**

NOW, THEREFORE, BE IT RESOLVED that in the interest of clarifying Article 4.06 entitled "Temporary Structures" of the RRC, the Association adopts the following policy with respect to the use of Temporary Structures.

Article 4.06 of the RRC states that Temporary Structures such as trailers, campers, vehicles or tents may not be used on any Lot as a residence. In addition, non-permanent structures such as tents or canopies may not be used as car ports or garages. Pop-up tents and canopies may be used for a family gathering but may not remain up for longer than four (4) consecutive days.

**ARTICLE 22  
Policy Regarding Commercial Use**

NOW, THEREFORE, BE IT RESOLVED that in the interest of clarifying Article 4, Section 4.04 of the RRC which prohibits the use of Lots as "hospitals, clinic, nursing homes, licensed daycares, duplex houses, apartment houses, boarding houses, hotels, churches and all other commercial uses as all such uses of said property are hereby expressly prohibited, the Association adopts the following policy with respect to Commercial Use.

**Section 22.01 Commercial Use**

No commercial use, trade or business may be conducted in or from any Residence, Lot or property, except such use within a residence where (a) the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all governmental requirements and other Dedicatory Instruments (as the term is defined by Texas Property Code Section 209.002) applicable to the subdivision; (c) the business activity does not involve door-to-door solicitation of occupants of the subdivision; and (d) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.

Any commercial, business or professional use not in compliance with this policy will be considered a violation of the Dedicatory Instruments governing Westwood Shores.

**ARTICLE 23**  
**Garbage Policy**

The Westwood Shores POA provides twice a week regular garbage service to property owners.

This service is expensive and provided for in the annual POA Budget; cost containment efforts are made on this, as in other areas of the budget. Bagged trash left out is subject to being torn apart and strewn all over the street by animals. To pick up trash in this condition increases time and effort (cost) to provide this service. Trash scattered in the street is also unsanitary and unsightly. Boxes/carton are also picked up with trash. These are to be broken down prior to pick up for ease of pick up and storage in the maintenance yard.

- All regular (twice a week) garbage must be bagged and placed in a hinged lid garbage can at the end of the driveway.
- Property owners should obtain a hinged lid garbage can large enough to hold their household garbage; if two garbage cans are needed, two garbage cans should be obtained/used.
- All boxes are to be broken down prior to pick up.
- All garbage cans are to be returned from the driveway to the house at the end of the day.

**ARTICLE 24**  
**Non-Permanent Barriers or Boarders**

There are many non-permanent barriers and boarders in use in Westwood Shores designed to protect patio adjacent to the home or gardens and trees from deer or other animal or for other uses. While ACC approval is not required for these, they: (1) must be kept in a well-maintained, sanitary, and attractive condition, always; (2) may be used to enclose a garden or patio area; and (3) may not be used to “fence” an entire yard, or dog enclosure.

**ARTICLE 25**  
**Use of Fire Pits**

There shall be no burning of construction materials, garbage, trash, rubbish, shrubs, leaves, pine straw or trees on the Lots. Fireplace wood may be burned in recreational fire pits or chimeneas with spark screens only. Barrels may not be utilized. Fire pits may not be used directly under tree limbs. Use of such fire pits shall comply with any burn bans that may be in effect.

**Controlled Access Entry/Exit Rules**

**Section 26.1 RFID/E Tag System ARTICLE 26**

- a. Effective April 5, 2021, the Westwood Shores POA entry gate is activated to allow vehicles with a Westwood Shores authorized Remote Frequency (RFID/E Tag) to enter automatically



through the right access lane. All other vehicles will enter through the left gate except emergency vehicles (police, ambulances, etc.).

- b. All property Owners, renters with approved leases, and MVR members are eligible to use the Westwood Shores RFID/E Tag system through the automatic right gate entry. Those who do not wish to use the RFID/E Tag system will enter through the left gate.
- c. Residents who currently have a TX Tag, EZ Tag, or NTTA Tag must complete the required documentation (Exhibit A) and submit this to the POA office to activate this tag in the Westwood Shores (what system, identified more appropriately) system. Residents who do not have a state toll tag may purchase a Westwood Shores POA RFID/E Tag at the Westwood Shores POA Office and submit the required documentation to receive a RFID/E Tag.
- d. Westwood Shores staff will verify the status of Owner's account, ownership of vehicle, proof of insurance or copy of vehicle registration and activate the tag.
- e. In addition to the RFID/E Tag, Westwood Shores requires a Westwood Shores POA sticker that is placed on the upper left windshield for visual identification of vehicles in the Subdivision.
- f. Any vehicle attempting to enter the gate with an outdated Westwood Shores POA sticker will be stopped. The old sticker must be removed. Membership status will be checked, and if verified, a new Westwood Shores POA sticker will issued for the vehicle and the resident advised that an RFID/E Tag can be used for automatic right gate entry once the appropriate documents are completed by the Owner.
- g. The Westwood RFID/E Tag Application is attached hereto as Exhibit "A."

#### **Section 26.2 RFID/E Tag Entry**

- a. Entry Using RFID/E Tag Access – Vehicles with a RFID/E Tag may enter through the right access lane automatically. One (1) vehicle permitted at a time. Vehicle operators must allow the barrier arm to completely close behind the car in front of it before entering. Access through either the right or left lane will be governed pursuant to Sections b. and c. below.
- b. Entry Through Right Lane – RFID/E Tag Access ONLY – Vehicle operators must have an active and current RFID/E Tag to gain entry through the right lane. Vehicles with a POA sticker but without a RFID/E Tag will result in the driver being asked to move the vehicle to the left lane.
- c. Entry Through Left Lane – All Other Vehicles – All vendors, contractors, and any other vehicle without a RFID/E Tag must enter through the left lane. Vehicles with an outdated POA Sticker will use this lane and will be asked for additional information so that a new POA sticker may be issued and information about the RFID/E Tag provided.
- d. Residents are asked to provide a guest list that identifies anyone (person or company) that is visiting their home, for business or personal reasons, 24 hours a day. The purpose of this list is that the resident does not have to call the Access Control Staff at the gate each time this person or company enters. Note: Residents must submit: (1) a fully completed form with the name of anyone who lives at the property full-time; and (2) 911 address; phone numbers; emergency contact information. See attached Exhibit "B." The person or company on this

guest list entering the Subdivision must be able to provide Access Control Staff with correct information about the person and address to visit so that staff can find and identify them on the guest list.

### **Section 26.3 Vendors/Contractors**

- a. Entry must be through left lane only.
- b. Delivery companies, utility companies, medical personnel and supplies (i.e., UPS, FedEx, US Mail, DHL, Amazon, Entergy, Windstream, WS MUD, etc.) will not require property owner notification for access/entry. However, Access Control staff will record the date and time of the company vehicle entry to be able to provide information to property owners upon request.
- c. Vendors and contractors will require property owner notification for entry prior to entry or should be included on the Owner guest list (i.e., Consumer Propane, Shaw Propane, Texas Star Propane, Dish Network, Direct TV, Trace Wireless, Home Inspectors, Survey Crews, Appraisers, Construction Workers, Housekeepers, etc.). In all cases, the person or company entering the Access control gate must be able to provide access staff with a name and address they intend to visit.
- d. Any vendor or contractor who refuses to enter through the left lane or provide the access control staff member with Owner information to obtain entry clearance will not be allowed access to the Subdivision. Law enforcement may be contacted if the vendor or contract refuses to leave the Subdivision.

### **Section 26.4 Exit Gates**

No vehicle operator shall enter Westwood Shores through the exit lanes.

### **Section 26.5 Tailgating thru Entries/Exits**

Tailgating in Westwood Shores controlled access points is prohibited. Any vehicle operator who follows another vehicle in Westwood Shores controlled access points without allowing a gate or barrier arm to completely close and/or reset has violated the tailgating prohibition and may be fined.

### **Section 26.6 Responsibility for Damage**

THE ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGE TO A VEHICLE OR OTHER PERSONAL PROPERTY RESULTING FROM A VIOLATION OF THESE RULES. Per Article VII, Section 7 of the Association's Bylaws, Owners are responsible for reimbursing the Association for the actual cost to repair any damage to Association Common Area or to any other Association maintained real or personal property that is caused by an Owner or an Owner's guest(s), tenants(s) or invitees.

### **Section 26.7 Access Control Staff**

Just as each access control staff member is expected to treat all individuals with courtesy, so too anyone entering or exiting the Subdivision are expected to treat the access control staff in a like

manner. Name-calling, inappropriate language, cursing, threats or abuse in any form is prohibited and may be subject to being fined.

**Section 26.7 Noncompliance**

All vehicles without a RFID/E Tag will be required to use the left lane for entry. If Owners or residents attempt to use the right lane, they will be asked to move to the left lane, if feasible (access control staff will make the feasibility decision). If requested by the access control staff member to move to the left lane and the driver refuses to move, the access control staff member will obtain as much information from the driver as possible and direct them to the POA Office. If a property Owner or resident without a RFID/E Tag continues to attempt to use the right lane after they have been advised that they are not in compliance with the access control procedures, the Owner or resident will be fined after proper notice.

**Section 26.8 RFID/E Tag Deactivation**

Delinquency on annual maintenance or recreation fees will result in the deactivation of the property Owner's RFID/E Tag unless arrangements are made through the POA office to bring the account current.

**Section 26.9 Fines**

An Owner, in addition to any other remedy available to the Association to enforce these rules, may be fined for a violation of these rules in accordance with the Association's Rules Enforcement Procedures. A violation of any term or provision of these rules will be treated as an incurable violation.

