

Fine Schedule and Enforcement to be recorded in the Official Public Records of Cherokee County, Texas:

ARTICLE I

Alternative Payment Plans and Application of Payments for Assessments Policy

A. Delinquent Assessments:

1. Delinquency Date: Assessments are delinquent ten (10) days after the due date of such Assessment. As used herein, the term “Assessment” means a regular assessment, special assessment, or other amounts, charges, fees, or dues a property owner is required to pay the Association under the Declarations or other applicable dedicatory instrument or by law.
2. Late Fees and Interest: Any Assessment not paid by the due date (including any payment due as part of a payment plan) shall accrue an automatic late fee of \$15.00 per month plus applicable interest due to the Association until the Assessment and all other applicable charges are paid in full and shall accrue an automatic administrative late fee of \$15.00 per month plus applicable interest due to the Association’s property management company, if applicable, until the Assessment and all other applicable charges are paid in full. Any charges, including attorney fees, incurred at any time for the collection of past due Assessments will be added to the amount due. Interest shall be charged at a rate not to exceed the highest rate allowed by applicable law and shall be computed from the first day the Assessment is delinquent.
3. Limitations of Interest: The Association intends to conform strictly to the applicable usuary laws of the State of Texas. Notwithstanding anything to the contrary in the Declarations or any other document or agreement executed or made in connection with this Policy, the Association will not in any event be entitled to receive or collect, as interest, as sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.
4. Late Notice and Statement: The Association will send a Late Notice and Statement to the Owner stating any amounts outstanding. The address and telephone number of a person who may be contacted regarding payment will also be stated in the Late Notice and Statement.
5. Formal Demand Letter (30-day notice): The Association will send a notice to the Owner by first-class mail stating the Owner has thirty (30) days to question the validity of the debt or pay balance in full. Notice will also outline future proceedings if the account

remains delinquent. All fees during this collection process shall become the responsibility of the Owner.

6. Final Warning Letter (30-day notice): The Association will send a final warning notice to the Owner by first-class mail thirty (30) days before referring delinquent account to the attorney or collection agency. All fees during this collection process shall become the responsibility of the Owner.
 7. Attorney Demand Letter: The account will be referred to an attorney for collection and legal fees incurred will be added to the delinquent account. This letter will include the amounts currently due.
 8. Legal Action: The Association's legal counsel will file a Notice of Lien. The attorney's fee for this service will be added to the delinquent account. The lien will be updated as necessary upon the advice of counsel. To secure payment of any Assessment the Association reserves the right to secure a lien on individual lots.
 9. Foreclosures: Continued delinquencies will be reviewed by the Board of Directors to determine when foreclosure should be considered as an option.
 10. Collection Agency: No sooner than sixty (60) days beyond the due date, the Board may send all continued delinquencies to a collection agency. All fees will be added to the account and shall become the responsibility of the owner.
- B. Alternative Payment Schedule for Delinquent Assessment: All owners that are delinquent on their Assessments are entitled to enter into an alternative payment schedule with Eagle's Bluff Community Association, Inc., for the payment of the Assessments, fees, fines, attorney's fees, and other costs incurred due to the delinquency, subject to applicable law including Section 209.0062 of the Texas Property Code.
1. Payment Plan Terms: Any payment plan entered between the delinquent owner and the Association shall be for a minimum term of three (3) months and may (at the discretion of the Board of Directors) allow payment plans up to a maximum of eighteen (18) months from the date of the execution of the payment schedule. The amount of each payment due will be based on the balance owed on the account. The Association will charge an administration fee of \$15.00 per month for all payment plans. While on a payment plan, payments are due on the first (1st) day of each month and will be late on the fifth (5th) day of that month. If one payment is late or missed, the owner will be in default and the plan will be considered null and void. Any amounts due under a payment plan shall be subject to late fees, interest, collection costs, and other charges in accordance with Article I, Section A above for Delinquent Assessments.
 2. Owners Not Eligible: The Association is not required to enter into any payment plan if the delinquent owner seeks an alternative payment plan and has failed to completely honor the terms of a previous payment plan during the twenty-four (24) month period prior to the date of new request.
 3. Optional Nature: The Association is not required to offer a payment plan to a property owner after expiration of the 30-day cure period required under Section 209.0064 of the

Texas Property Code, but may if the Board of Directors, at a notice meeting, determines good cause exist to enter into a payment plan.

4. Partial Payments: The Association may accept partial payment, at which time the owner will be on a payment plan.
5. Restrictive Endorsements: This policy shall supersede any written or verbal instruction or direction received from an owner as to the application of payments and payment plan made to the Association.

C. Application of Payment: Any payment received by the Association from an owner shall be applied to the owner's debt in the following manner:

- i. Payment to delinquent Assessments;
- ii. Payment to Current Assessment;
- iii. Payment to any attorney's fees or third-party collection costs incurred by the Association solely with Assessments or any other charge that could provide the basis for foreclosure;
- iv. Payment of attorney's fees incurred by the Association that is not the basis for foreclosure;
- v. Payment of fines assessed by the Association;
- vi. Payment of any other amount owed to the Association

However, if the owner is in default under a payment plan with the Association for delinquent Assessments the Association is not required to apply the funds received in the order specified in the foregoing.

ARTICLE II

Document Retention and Request for Association Records Policy

A. Books and Records of the Association:

1. The books and records of the Association, including financial records, shall 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. Subject to the terms and conditions of this Policy and compliance with applicable law, 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 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.

2. 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 production in a legal proceeding.
3. In accordance with the provisions of Section 209.005(k) of the Texas Property Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Texas Property Code, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association or an owner's contact information other than the owner's address. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only with (i) 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.
4. If inspection is requested, the Association, on or before the tenth (10th) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours.
5. If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10th) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.
6. If the Association is unable to produce the records on or before the tenth (10th) business day, the Association shall give the owner notice that it is unable to produce the records within ten (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 fifteen (15) business days after the date the notice is given.
7. Notwithstanding anything contained herein to the contrary, all records shall 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.
8. The Secretary of the Board is the designated Custodian of the Records of Association, as such, is responsible for overseeing compliance with the Document Retention Policy.

B. Procedure for Requesting Documents:

1. All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.
2. Requests for information will NOT be approved when the information regards pending legal issues, unless specifically required by law; information about other members; and information that is privileged or confidential.
3. The following records will not be available pursuant to a request for information, unless there is a court order to release this information, or the owner who is the subject of such

records agrees in writing that they may be released to the requesting owner: (1) violation histories of owners; (2) personal financial information of owners; (3) contact information other than address for owners; and (4) any Association personnel files; and (5) any other information prohibited under this Policy or applicable law.

C. Costs of Requested Documents:

1. The costs of compiling information and making copies shall not exceed those set forth in Section 70.3 of Title 1 of the Texas Administrative Code (1 TAC §70.3). The following fee schedules and explanations comply with this code section.
2. The following are the costs of materials, labor, and overhead which shall 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 shall 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 shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
3. Copy Charge:
 - i. Standard paper copy: The charge for paper copies reproduced by means of an office machine copier or a computer printer per page or part of a page is \$0.20 for black and white copy and \$0.80 for a color copy. Each side that has recorded information is considered a page.
 - ii. Nonstandard copy: Covers materials onto which information is copied and does not reflect any additional charges, including labor that may be associated with a particular request. Charges for nonstandard copies are:
 - a) Rewritable & non-rewritable CD actual cost
 - b) Other electronic media - actual cost
 - c) Oversize paper copy actual cost
4. Labor Charge: For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:
 - i. Labor charge - \$45.00 per hour for administrative staff; \$75.00 per hour for executive staff. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - ii. Labor charge may be charged when confidential information is mixed with public information in the same page, an attorney, legal assistant, or any other person who reviews the requested information, for time spent to redact, blackout, or otherwise obscure confidential information for requests of 50 or fewer pages.

5. 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.

D. Association’s Denial of Requested Information: If it is decided that a request for information is inappropriate or unapproved, the Board will notify the requesting member of that decision and the reason for it in a timely manner. The Board will inform the member in writing of their right to appeal to the Board.

E. Document Retention: The Association retains specific documents for the time periods outlined in the table located below. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those 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 in the table located below will be maintained for the identified time period.

F. Document Retention Time Periods:

DOCUMENT RETENTION TIME PERIODS	
DOCUMENT TYPE	TIME PERIOD
1. ACCOUNTS PAYABLE Accounts payable, accounts receivable support ledgers	7 years
2. MEMBER ASSESSMENT RECORDS	Period of ownership plus two (2) years unless period of ownership exceeds five (5) years, then retain last five (5) years.
3. AUDIT RECORDS Independent Audit Records	Indefinitely (but not less than 7 years)
4. BANK RECORDS Statement of financial accounts, deposit tickets, cancelled checks, reconciliation statements.	7 years
5. BOARD PACKAGES Documentation delivered to the Board prior to meetings.	After meeting
6. BUDGETS Association budgets	7 years
7. COMMITTEE CHARTERS Committee charters	Indefinitely

8. COMMITTEE REPORTS Committee reports	4 years
9. CONTRACTS Final contracts between the Association and another entity.	Later of completion of performance or expiration of the contract term plus four (4) years
10. CONTRACT BID PROPOSALS/ SPECIFICATIONS For contract proposals not entered into by the Association.	2 years
11. CORPORATE FINANCIAL RECORDS AND BOOKS Year End Financial Records and supporting documents	7 years
12. CORPORATE GOVERNANCE DOCUMENTS Plats, Articles of Incorporation, By Laws, Restrictions, Rules, Regulations, Policies and Guidelines and all amendments thereto, deeds, easements.	Indefinitely
13. CORRESPONDENCE-MEMBERS Correspondence relating to general matters	4 years
14. DEED RESTRICTION ACTIVITY RECORDS Member deed restriction activity records	Period of ownership plus two (2) years. Unless period of ownership exceeds five (5) years, then retain last five (5) years.
15. EASEMENT AGREEMENTS Easements between the association and another entity.	Indefinitely
16. EXPENSE REPORTS	7 years
17. FINAL DOCUMENTS Final deliverable documents which are not superseded or incorporated into later documents.	See Document Type Contract drafts have benefit as they can help clarify contract terms negotiated which may later be disputed.
18. JUDGMENTS Court judgments	Until judgment amount is paid in full. Judgments can be renewed every ten (10) years.
19. LABOR CONTRACTS Contract for labor or employment	Contract period plus 4 years

20. MEMBER OR OWNER RECORDS Member or Owner voting lists or Name, address, telephone, and email address.	Period of ownership plus 2 years unless period of ownership exceeds 5 years, then retain last 5 years
21. MINUTES – BOARD OF DIRECTORS Board minutes and written consents in lieu of a meeting	7 years
22. MINUTES – MEMBER MEETINGS Annual member meetings	7 years
23. MINUTES – EXECUTIVE SESSION MEETINGS Executive session meeting minutes	7 years
24. NEWSLETTERS Newsletter or inserts sent to association members	5 years
25. OPINION LETTERS OR REPORTS Prepared by professionals including attorney, accountant, engineer	Indefinitely
26. OWNER INFORMATION Current name and address of each owner	Updated continually
27. PURCHASE ORDERS	Four (4) years
28. RESERVE STUDIES Documents relating to study of common area and amount of funds necessary to fund upkeep, maintenance and replacement	Time period for which the reserve study covers, plus 4 years statute of limitations period
29. TAX RETURNS Federal and State Income, Franchise Tax Returns and supporting documentation	Indefinitely (but not less than 7 sevens)
30. VENDOR INVOICES Invoices associated with final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus 4 years for statute of limitations for any action relating to a breach of contract.
31. VOTING RECORDS Associations board member election records including proxies and ballots	1 year, unless election is contested, then retain for period of contest

ARTICLE III
Violation Fine Schedule and Enforcement Policy

A. Fine Policy:

1. The following tables and other verbiage provide the schedule of fines to be levied against Eagle’s Bluff Community Association, Inc. property owners and others for violation of the Declarations and applicable **Rules and Regulations** of the Association. Violations are categorized according to the type of violation and the associated source document is referenced for convenience.
2. This violation fine policy may not be all inclusive and the Board of Directors of the Association reserves the right (i) to use its discretion to levy additional fines that infringe on the rights of unit owners in any amount from \$25.00 to \$1,000.00 per incident or per day upon written notification of such violation, and (ii) to levy a fine from the schedule of fines that varies on a case-by-case basis.
3. The first violation mentioned in this document will carry a fine equal to the amount shown under the “Fine” column below. A second offense will be levied at two (2) times the amount shown and the third offence will be at an amount three (3) times the amount shown.
4. The Board of Directors reserves the right to seek a cure for any occurrence, repeat occurrence or otherwise, to the full extent of the law.

B. MOTOR VEHICLE:

Entry No.	Violation Title	Reference Paragraph	Violation	Fine
1	On-street parking	Use Restrictions: 2 (a)	Parking or allowing parking in violation of Use Restrictions	\$25 per incident
2	Parking on Yard	Use Restrictions: 2 (a)	Unauthorized parking on yard	\$25 per incident
3	Motor vehicles on sidewalks	Use Restrictions: 3 (g)	Motor vehicle on sidewalk	\$25 per incident
4	Violation of Posted Speed Limit or Other Traffic Sign	Use Restrictions: 3 (g)	Speeding or operating an automotive or motorized vehicles in violation of a posted speed limit sign or other posted traffic sign	\$100 per incident
5	Operation of Golf Cart by Person Younger than 16 Years of Age	Use Restrictions: 3 (g)	A person younger than 16 years of age operating a golf cart without adult supervision (at least one adult passenger in same golf cart)	\$100 per incident

C. ANNOYANCE; NUISANCE:

1	Obnoxious or offensive activity	Use Restrictions: 2 (e), 2 (f), and 2 (h)	Performing or allowing performance of obnoxious or offensive activity, including light pollution, loud radios or other sound devices (except for security purposes)	\$100 per incident
2	Light pollution	Use Restrictions: 2 (f) and 3 (e)	Placement of obnoxious lighting on a unit	\$25 per day that violation exists after date stated in notification
3	Unauthorized pets	Use Restrictions: 2 (b) and 3 (a)	Keeping of pets other than authorized by Use Restrictions	\$100 per day that violation exists after date stated in notification
4	Objectionable pets or pet activity	Use Restrictions: 2 (b)	Keeping of objectionable or nuisance authorized pet	\$25 per day animal that violation exists after date stated in notification
5	Open fires other than NCC/MCC approved fire pits or outdoor fire places	Use Restrictions: 2 (g)	Building, or allowing to exist, an open fire	\$250 per incident, \$500 per incident which results in damage to surrounding property
6	Discharge of firearms on EBCA-controlled property	Use Restrictions: 2 (p)	Discharging, or allowing discharging of firearm	\$250 per incident
7	Fireworks	Use Restrictions: 2 (i)	Use and discharge of fireworks per Use Restrictions	\$50 per incident

8	Maintenance of Structures, Equipment or Other Exterior Items on a Unit	Use Restrictions: 3 (b)	Unsightly items on exterior of a unit which have become rusty, dilapidated or otherwise in disrepair	\$25 per day after date stated in notification
9	Feeding of Wildlife	Use Restrictions: 2 (f)	Feeding of wildlife, excluding birds	\$25 per incident
10	Wildlife Engagement	Use Restrictions: 3 (d)	Unauthorized capturing, trapping or killing of wildlife	\$250 per incident

D. UNAUTHORIZED USE:

1	Household Composition	CC&R Article 12.4.(c)	Multiple families in a single residence	\$50 per day that violation exists after date stated in notification
2	Renting or leasing property	Use Restrictions: 2 (o) and 4	Renting or leasing property without the prior written notice to the BOD	\$50 per day that violation exists after date stated in notification
3	Improper Placement	Use Restrictions: 3 (h)	Placement of building or mobile home on property, or other items including basketball goals, garbage containers, woodpiles, etc.	\$50 per day that violation exists after date stated in notification at BOD discretion
4	Improper storage of flammable or explosive materials	Use Restrictions: 2 (q)	Improper storage on property	\$250 per day that violation exists after date stated in notification
5	Mineral activity	Use Restrictions: 2 (t)	Performing, or allowing the performance of, or constructing or placing equipment for extraction or processing of oil, gas or other materials	\$1,000 per day that violation exists after date stated in notification

6	Water wells	Use Restrictions: 3 (c)	Drilling or digging, or allowing drilling or digging, of water well without authorization of MCC/NCC and variance approval	\$75 per day that violation exists after date stated in notification
7	Commercial use	Use Restrictions: 2 (r)	Use of property for commercial, business or professional purposes	\$100 per day that violation exists after date stated in notification

E. MAINTENANCE; UNIT AESTHETICS:

1	Exterior wall-mounted or window HVAC unit	Use Restrictions: 3 (h)	Placement of exterior wall-mounted or window HVAC without NCC/MCC approval	\$25 per day that violation exists after date stated in notification
2	Improper storage of garbage	Use Restrictions: 2 (m)	Use of improper containers or other violation of Use Restriction	\$25 per day that violation exists after date stated in notification
3	Improper equipment	Use Restrictions: 3 (h)	Placement of machinery, fixtures or equipment without approval of BOD and MCC/NCC	\$50 per day that violation exists after date stated in notification
4	Dumping	Use Restrictions: 2 (j)	Dumping of grass clippings, trees or tree/brush trimmings on any unit	\$50 per day that violation exists after date stated in notification
5	Signage/Display	CC&R Article 12.4. (c)	Placement, or allowing to exist, an unauthorized sign or other display	\$25 per day that violation exists after date stated in notification
6	Outbuildings	Use Restrictions: 3 (h)	Construction or placement of outbuilding without prior written consent of NCC/MCC	\$50 per day that violation exists after date stated in notification

7	Improper screening	Use Restrictions: 3 (h)	Construction or placement of screening without NCC/MCC approval	\$25 per day that violation exists after date stated in notification
8	Above-ground utilities	Use Restrictions: 3 (h)	Construction of above-ground utilities, including propane tanks	\$100 per day that violation exists after date stated in notification
9	Tree removal	Use Restrictions: 2 (s) and Design Guidelines	Unauthorized removal of a tree in accordance with Design Guidelines and Use Restrictions without NCC/MCC approval	\$500 per tree; additional \$500 per tree for failure to replace the tree within six (6) months of tree removal
10	Drainage	Use Restrictions: 2 (l)	Rechanneling of drainage flows without NCC/MCC approval	\$100 per day that violation exists after date stated in notification

F. ARCHITECTURAL AND CONSTRUCTION:

1	Uncovered garage openings	Design Guidelines	Construction or placement of garage with uncovered openings or doors covered with other than industry standard garage doors without MCC approval	\$50 per day that violation exists after date stated in notification
2	Violation of square footage requirements	Design Guidelines	Construction or placement of residence of less than Design Guideline required square feet of living area	\$100 per day that violation exists after date stated in notification
3	Setbacks	Design Guidelines	Construction or placement of structure in violation of setback requirements unless prior approval was granted by the NCC/MCC.	\$50 per day that violation exists after date stated in notification

4	Driveway material	Design Guidelines	Construction of driveway of non-prescribed material without NCC/MCC approval	\$50 per day that violation exists after date stated in notification
5	Failure to construct driveway	Design Guidelines	Occupation of dwelling unit without construction of approved driveway	\$50 per day that violation exists after date stated in notification
6	Improper access	Design Guidelines	Construction of driveway so as to provide access to a second lot without NCC/MCC approval	\$50 per day that violation exists after date stated in notification
7	Erosion	Design Guidelines	Construction in such a manner as to facilitate erosion on adjacent lot or other owner's property	\$50 per day that violation exists after date stated in notification
8	Construction materials	Design Guidelines	Use of prohibited materials or improper use of allowed materials without NCC/MCC approval	\$50 per day that violation exists after date stated in notification
9	Unapproved construction	Design Guidelines	Violation of requirement for NCC/MCC approval	\$25 per day that violation exists after date stated in notification
10	Violation of construction time constraints	CC&R: 11.3. (b)	Failure to complete and/or removal of temporary structures	\$25 per day that violation exists after date stated in notification
11	Subdivision or changing boundary lines	Use Restrictions: 2 (m)	Subdividing or changing boundary lines of a unit	\$100 per day that violation exists after date stated in notification

[Signature and Acknowledgement Page Follows]

[Signature and Acknowledgement Page]

SIGNED on the ____ day of _____, 2024.

I, _____, President of **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.**, do hereby declare, swear and affirm that this Policy for Application for Payments, Alternative Payment Plans, and Requests for Association Records was approved by affirmative vote of **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC. Board of Directors.**

_____, President
EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by _____, President of **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.**, on the ____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS

I, _____, Secretary of **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.**, do hereby declare, swear and affirm that this Policy for Application for Payments, Alternative Payment Plans, and Requests for Association Records was approved by affirmative vote of **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC. Board of Directors.**

_____, Secretary
EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by _____, Secretary **EAGLE’S BLUFF COMMUNITY ASSOCIATION, INC.**, on the ____ day of _____, 2024.

NOTARY PUBLIC, STATE OF TEXAS