

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 07, 2021 02:07 PM Fee: \$ 110.00

2021199487

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
 THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned, being the Authorized Representative for The Trails Community Association of Austin, Inc. (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements that instrument entitled "Notice of Dedicatory Instruments for The Trails Community Association of Austin, Inc." recorded under Clerk's File No. 2011153766 of the Official Public Records of Travis County, Texas under ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

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

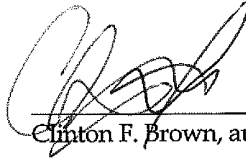
- 209 Hearing Policy for The Trails Community Association of Austin, Inc.
- Bid Solicitation Policy for The Trails Community Association of Austin, Inc.
- Display of Religious Items Policy for The Trails Community Association of Austin, Inc.
- Security Measures Policy for The Trails Community Association of Austin, Inc.
- The Trails Community Association of Austin, Inc. Architectural Review Committee Charter.

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

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

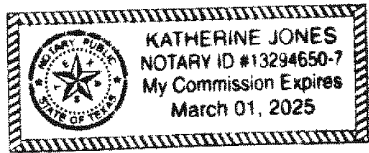
Executed on this 6th day of September, 2021.

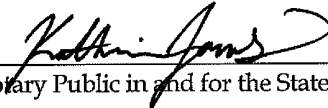
THE TRAILS COMMUNITY ASSOCIATION
OF AUSTIN, INC.

By: 
Clinton F. Brown, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned notary public, on this 6th day of September, 2021 personally appeared Clinton F. Brown, authorized representative of The Trails Community Association of Austin, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

209 HEARING POLICY
for
THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Valerie A. Maurer, Secretary of The Trails Community Association of Austin, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 24th day of August, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. Article VIII, of the "Amended and Restated Master Declaration of Covenants and Restrictions for The Trails Community Association of Austin, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2012048411, as same has been or may be amended and/or supplemented from time to time ("Declaration"), grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

2. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

3. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collection Policy, the following parameters will govern the Board Hearing:

I.
Definitions

- A. "ARC" means the Association's Environmental Committee, as defined by Section 209.00505 of the Code.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(A) of this Policy.

II.
Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board 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. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the

date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.

- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in the Common Areas and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:

- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

IV.

Additional Rules Applicable to Other Hearings

- A. Subject to the exceptions set forth in Section I(G) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Areas;
 - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 26th day of August, 2021.

THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

By: Valerie A. Maurer

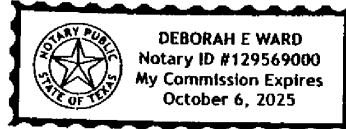
Printed: Valerie A. Maurer

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 26th day of August, 2021 personally appeared Valerie A. Maurer, Secretary of The Trails Community Association of Austin, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Deborah E Ward
Notary Public in and for the State of Texas



BID SOLICITATION POLICY
for
THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Melanie A. Maurer, Secretary of The Trails Community Association of Austin, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 24th day of August, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the "Amended and Restated Master Declaration of Covenants and Restrictions for The Trails Community Association of Austin, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2012048411, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services,

janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of The Trails community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 26th day of August, 2021.

**THE TRAILS COMMUNITY ASSOCIATION OF
AUSTIN, INC.**

By: Valerie A. Maurer

Printed: Valerie A. Maurer

Its: Secretary

DISPLAY OF RELIGIOUS ITEMS POLICY
for
THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Valerie A. Maurer, Secretary of The Trails Community Association of Austin, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 24th day of August, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the "Amended and Restated Master Declaration of Covenants and Restrictions for The Trails Community Association of Austin, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2012048411, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.
3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.
4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, specifically Section IV entitled "Religious Displays" located in guidelines attached to the "Amendment of Rules and Regulations of The Trails Community Association of Austin, Inc. (Regarding Flags, Solar Energy Devices, Rain Barrels, Religious Displays, Record Production and Retention, Payment Plans, Voting, Transfer Fees, and Email Addresses)" recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2012012435.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

Environmental Committee ("Committee") Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, one or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require Committee approval. All other religious displays shall require Committee approval as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

SECURITY MEASURES POLICY
for
THE TRAILS COMMUNITY ASSOCIATION OF AUSTIN, INC.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, Cherie A. Maurer, Secretary of The Trails Community Association of Austin, Inc. (the "**Association**"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "**Board**") of the Association, duly called and held on the 24th day of August, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the "Amended and Restated Master Declaration of Covenants and Restrictions for The Trails Community Association of Austin, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2012048411, as same has been or may be amended and/or supplemented from time to time ("**Declaration**"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
2. Article VIII of the Declaration grants the Board the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.
3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.
4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.
5. Any reference made herein to approval by the Environmental Committee (the "**Committee**"), means prior written approval by the Committee.
6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **Committee Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code (“Code”) is constructed or otherwise erected on a Lot, a Committee application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. The Committee shall have the discretion to determine any types of prohibited security measure fencing.
- b. The following types of security fencing are approvable:
 - (i) All security measure fencing shall measure no more than six feet (6’) in height. The Committee shall have the discretion to approve any other type of security measure fencing.
 - (ii) All security measure fencing that is metal (including gates) shall be black.
 - (iii) Chain link, concrete, and barbed wire security measure fencing is expressly prohibited and will not be approved by the Committee.
 - (iv) Placement of fencing must comply with Texas, City of Austin and/or Travis County Regulations and Ordinances, if any.

The Committee shall have the discretion to determine any additional types of approvable security measure fencing.

- c. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) (“Affected Lots”), all Owners of record of the Affected Lots must sign the Committee application evidencing their consent to the security measure fencing before the requesting Owner (“Requesting Owner”) submits the Committee application to the Committee. In the event that the Affected Lot Owner(s) refuse to sign the Committee application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

3. **Burglar Bars and Security Screens.** All burglar bars and security screens shall be

black. Notwithstanding the foregoing, the Committee shall have the discretion to approve another color for burglar bars and security screens if, in the sole and absolute discretion of the Committee (subject to an appeal to the Board of Directors in the event of a Committee denial), the proposed color of the burglar bars or security screens complements the exterior color of the dwelling. All burglar bars must be comprised of straight horizontal cross-rails and straight vertical pickets.

4. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Areas, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

5. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE COMMITTEE, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE COMMITTEE, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE COMMITTEE PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ENVIRONMENT COMMITTEE (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN

WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

TO CERTIFY which witness my hand this the 26th day of August, 2021.

**THE TRAILS COMMUNITY ASSOCIATION OF
AUSTIN, INC.**

By: Valerie A. Maurer

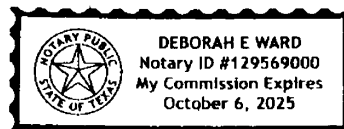
Printed: Valerie A. Maurer

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 26th day of August, 2021 personally appeared Valerie A. Maurer, Secretary of The Trails Community Association of Austin, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Deborah E Ward
Notary Public in and for the State of Texas



**The Trails Community Association of Austin, Inc.
Architectural Review Committee Charter**

The Board of Directors ("Board") of The Trails Community Association of Austin, Inc. ("Association") has the authority to establish committees to perform such tasks and to serve for such periods as may be designated by the Board, as authorized by both Article V, Section 5.16 of the Association's Bylaws and Section 22.219 of the Texas Business Organizations Code.

The Architectural Review Committee (ARC) of the Association is a subcommittee to the Environmental Committee (EC) and has been established by the Board and shall operate in accordance with this Charter.

1.0 PURPOSE

1.1 The primary purpose of the ARC is to ensure the Association's compliance with Texas Property Code (TPC) Section 209.00505. Pursuant to Section 6 of the Association's Master Declaration of Covenants and Restrictions, the EC has the authority to review all requests by an Owner for the construction of improvements, alterations, change of paint colors to the exterior of a home. The Board is authorizing the ARC in this Charter to exercise this specific authority of the EC on the EC's behalf.

2.0 MEMBERSHIP

- 2.1 The Board shall appoint the members of the ARC.
- 2.2 Members appointed to the ARC shall be members of the Association.
- 2.3 The ARC members shall serve at the pleasure of the Board.
- 2.4 The President of the Association and the EC Chair shall be non-voting members of the ARC.
- 2.5 Current Board members, current Board member spouses or a person residing in a current Board member's household may not serve on the ARC.

3.0 DUTIES AND RESPONSIBILITIES

- 3.1 The ARC will review all requests by an Owner for the construction of improvements, alterations, and change of paint colors to the exterior of a home.
- 3.2 The ARC will approve or deny submitted requests within 30 days of receipt.
- 3.3 An Owner must receive written permission from the ARC before proceeding with any construction.
- 3.4 An Owner may appeal the denial of any request to the Board.

Certificate of Secretary

I, Valerie Maurer, Secretary of The Trails Community Association of Austin, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association ("Board") duly called and held on 24 August 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the foregoing Architectural Review Committee Charter was duly made and approved by at least a majority vote of the members of the Board.

Valerie Maurer
Valerie Maurer
Secretary

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned notary public, on August 26th 2021, personally appeared Valerie Maurer, as Secretary of The Trails Community Association of Austin, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Deborah E Ward
Notary Public in and for the State of Texas

