

**Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222**

Document Number: 2012-0003062 -
Filed and Recorded - Real Records

OWNERS ASSOCIATION

Grantor: LAKES AT TIMBER COVE POA INC

Pages: 10

Recorded On: 03/23/2012 01:34 PM

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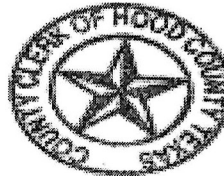
Recorded On:	03/23/2012 01:34 PM	Notes:
Document Number:	2012-0003062	
Receipt Number:	R123266	
Amount:	\$48.00	
Recorded By:	Virginia Chavero	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly
recorded in the Official Records of Hood County, Texas**

Mary Burnett

Mary Burnett
County Clerk
Hood County, Texas



Return To: In Office

LAKES AT TIMBER COVE POA INC
3814 UPPER LAKE CIRCLE
GRANBURY, TX 76049



Lakes at Timber Cove - Rules and Regulations

Payment Plan Policy

A. Introduction

The CC&R's and the Bylaws (the "Governing Documents"), and the Assessment Policy require owners to timely pay assessments or dues to the Association. Such assessments are important to the financial ability of the Association to maintain common areas, and to pay for other necessary operations of the Association, all of which helps maintain property values and the quality of the community. Failure to timely pay assessments harms the Association's ability to maintain common areas and enforce its Governing Documents, which in turn harms all its members and their properties. However, In order to provide owners, and previous owners an opportunity to pay delinquent assessments, the following policy has been adopted.

B. Policy

Each owner of a Lot or previous owner of a lot may be afforded an opportunity to contact the board, in writing and request a payment plan.

C. Procedure

Lot owners or Previous Lot owners may contact the Treasurer or other designated person via email, fax or US Mail sent to the POA mailing address to submit a payment plan request.

- Complete Payment Plan Form. A copy of the form can be obtained from a Board member or from the POA Website.
- Upon receipt of Payment Plan request, the Treasurer or other designated person will present it to the Board for approval at the next regularly scheduled meeting.

D. Other

- No payment arrangement should be made for less than \$25 per month or extend longer than 18 months, however, the board of directors may accept such arrangement, at it's sole discretion, on a case by case basis.
- Continuous monthly or quarterly payments are required to prevent a default in a payment plan.
- As per the LATC CC&R's, Bylaws and Assessment Policy, interest will continue to accrue at a rate of 18%.
- A payment plan can delay and/or prevent legal action from the POA.

Lakes at Timber Cove - Rules and Regulations

Payment Plan Policy

E. Enforcement

- First missed payment will be reviewed by the Treasurer, a notice will be sent to owner or previous owner, and will be brought to the attention of the board.
- Failure to bring the payment plan to a current status will result in a default in the payment plan.
- An account with a defaulted payment plan will be subject to actions as provided by law, the CC&R's, the Bylaws, and the Assessment Policy.

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Lakes at Timber Cove - Rules and Regulations

Assessment Policy

A. Introduction

The CC&R's and the Bylaws (the "Governing Documents") require owners to timely pay assessments or dues to the Association. Such assessments are important to the financial ability of the Association to maintain common areas, and to pay for other necessary operations of the Association, all of which helps maintain property values and the quality of the community. Failure to timely pay assessments harms the Association's ability to maintain common areas and enforce its Governing Documents, which in turn harms all its members and their properties. In order to provide additional incentive to owners to timely pay assessments, the following policy has been adopted.

B. Policy

Each owner of a lot by acceptance of a deed agrees to pay to the Association a monthly maintenance charge and any other assessments or charges hereby levied. Charges shall be paid by the owner of each lot and shall be paid annually, in advance, on or before the first day of the first month of each calendar year. (Reference CC&R's Article VII, Section 7.1 and 7.2)

C. Procedure

- Any maintenance charge or any other assessment or charges not paid within 30 days after the due date will be considered delinquent and shall bear interest at a rate of 18% per annum or maximum rate permitted by law, whichever is less. (*We will accept quarterly payments without penalties.*)
- Owners who receive of a written notice of delinquency will have 30 days from the date of written notice to request a hearing by contacting, in writing, the President of the board or other person who sent notification. The hearing request must include an explanation as to why you feel you are not delinquent. Failure to request a hearing within the 30-day time frame will satisfy the Association's obligation to afford a hearing and waives the members further right to a hearing for said delinquency.
- Owners who remain delinquent 30 days after the end of each quarter will automatically lose their right to use any recreational facilities within the common property until the maintenance charge or any other assessment or charges are paid in full. Owners will be notified when their rights have been reinstated. (Reference CC&R's Article VI, Section 6.4 (d))
- Owners more than 12 months behind in paying any maintenance charge or any other assessment or charges are subject to further action at law, which includes, but is not limited to lien, foreclosure, small claims and collections. (Reference CC&R's Article VII, Section 7.1 – 7.5).

For further information, refer to the Lakes at Timber Cove Declaration of Covenants, Conditions and Restrictions Easements, Charges and Liens. Article and Section's listed above.

Note: The CC&R's allow for maximum action as soon as 30 days after the due date.

Adopted by the LATC Board on January 20, 2009.
Amendments: 10-13-09, 9-22-10, 11-17-11 & 1-22-12.

Lakes at Timber Cove - Rules and Regulations

Assessment Policy

- Delinquent owners may submit a written request to the Board for an Alternative Payment Schedule. The procedure for this is outlined in the Lakes at Timber Cove's Payment Plan Policy.

D. Collection Fees

- Owners who become delinquent are responsible for all costs of collections. Once the collection process begins on an account, a fee of \$150.00 will be charged to cover the collection costs incurred by the POA. (Note: out-of-state owners may incur additional charge to cover cost of sister-state judgment.)
- Notice required:
Accounts not paid in full by the due dates listed above will incur fees and costs. These fees and costs may include without limitation, costs of a statement, certified postage and handling, costs of additional notices, and/or legal fees and costs. This is your notification that any such fees and costs incurred will be charged to your account.

E. Other

- *Fee exceptions:* Builder lots: lots owned by builders who own and operate a building company are exempt from the maintenance dues for a one (1) year period following closing on the lot. Following the one (1) year exemption period, the dues will be 50% of the prevailing maintenance dues rate until either the house is substantially complete or one (1) year following start of construction, whichever occurs sooner. The builder fee reduction will not apply to any subsequent owner of the lot regardless of the status of the new owner.
- The builder's discount is specifically designed for builders and is not intended for investment property. The Board of Directors has the sole and unilateral authority to determine the applicability of any and all builder discounts.
- *Builder definition:* A qualified Builder is defined as a person or company that regularly and routinely builds homes or buildings for sale to the public. To qualify for the builder's discount, the Builder must have completed and sold at least three houses within the past four (4) years. Non-qualified builders or "start up" builders may be eligible, at the Board's discretion, for a retrospective refund of the applicable builder's discount provided they begin construction on the applicable lot within one (1) Year of purchase and place the home for sale to the public.

For further information, refer to the Lakes at Timber Cove Declaration of Covenants, Conditions and Restrictions Easements, Charges and Liens. Article and Section's listed above.

Note: The CC&R's allow for maximum action as soon as 30 days after the due date.

Adopted by the LATC Board on January 20, 2009.
Amendments: 10-13-09, 9-22-10, 11-17-11 & 1-22-12.
This 1-22-12 amendment supercedes all other versions.

Lakes at Timber Cove - Rules and Regulations

Document Retention Policy

A. Introduction

It is the responsibility of the Lakes at Timber Cove POA to adopt and comply with a document retention policy as required by Texas law. This policy is the guide for Board members, Officers, Committees and/or any other members of the Lakes at Timber Cove POA who may from time to time be assigned or who may volunteer for the task of retaining POA documents.

B. Policy

All records, books and annual reports of the financial activity of the corporation shall be kept at the registered office or principal office of the corporation in this state.

C. Procedure

The current registered agent for the Lakes at Timber Cove POA is:
Lynette Babiash
4000 Upper Lake Circle
Granbury Texas 76049

1. The following documents shall be retained permanently:
 - Certificate of formation
 - CC&R's
 - Bylaws
 - All Amendments to the Certificate of formation, CC&R's and Bylaws
2. The following documents shall be retained for a period of 7 (seven) years:
 - Financial Books and Records
 - Tax returns and audit records
 - Minutes of meetings of the owners and the board
3. The following documents shall be retained for a period of 5 (five) years:
 - Account records of current owners
4. The following documents shall be retained for a period of 4 (four) years:
 - Contracts with a term of one year or more

Lakes at Timber Cove - Rules and Regulations

Document Retention Policy

D. Other

The Lakes at Timber Cove POA's Certificate of formation, CC&R's, Bylaws and Amendments to the same will be available on the POA website during the time in which the POA determines to maintain a website.

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Lakes at Timber Cove - Rules and Regulations

Records Production & Copying Policy

A. Introduction

The Lakes at Timber Cove CC&R's, Bylaws and State law require our Association to maintain records and as such these documents may be available for production and copying. In order to fulfill the Association's obligation, this policy has been adopted to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested.

B. Policy

The Lakes at Timber Cove POA will make the books and records of the association 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. To the extent as allowed by Texas law, an owner is entitled to obtain copies of information contained in the books and records at a reasonable cost.

C. Procedure

1. For the convenience of it's members, the POA has and maintains a website which provides access to the governing documents including the CC&R's, Bylaws, Policies & Rules, as well as monthly financials and meeting minutes. These documents may be downloaded from the website at no charge.
2. 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 or authorized representative 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 the have the POA forward copies.
3. If an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association.
4. If copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request.
5. In the event the POA is unable to produce the books and records on or before the 10th business day after the association receives the request, the association

Lakes at Timber Cove - Rules and Regulations

Records Production & Copying Policy

5. In the event the POA is unable to produce the books and records on or before the 10th business day after the association receives the request, the association must provide to the requestor written notice that: (i) informs the requestor that the association is unable to produce the information, (ii) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th day after the date notice is given.
6. The POA may produce books and records requested in hard copy, electronic, or other format reasonably available to the association.

D. Fees

1. Owners are responsible for costs related to the compilation, production, and reproduction of the requested information to include reasonable costs of materials, labor and overhead and are payable in advance.
2. Estimated costs for hard copies - \$10.00 initial fee plus \$0.10 per page copied.
3. Estimated costs for CD - \$5.00 initial fee plus \$2.00 per disc.
4. Fees above are ESTIMATES. If estimated costs are lesser or greater than actual costs to the association, 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.

E. Other

1. Not all books and records are available for inspection and or copying. Items that are not available may include, but are not limited to, the following:
 - Violation history of an individual;
 - An owner's personal financial information including records of payment or nonpayment of amounts due to the association;
 - An owner's contact information;
 - Information related to an employee of the association.

Information describe above may be made available if accompanied with the express written approval of the owner whose records are the subject of the request for inspection; or a court orders the release of said records.

In Accordance with The Lakes at Timber Cove Declaration of Covenants, Conditions and Restrictions Easements, Charges and Liens, Bylaws Article IX, Section 1, and H.B. No. 2761.

Adopted by the LATC Board 2-21-12.



Boat Dock Guidelines

The following guidelines were developed to allow flexibility in design and function, yet maintain consistency, safety, and value for all property owners:

Location: All docks and boathouses must be located within the scalloped area of the lot excavated for that purpose. For safety and traffic considerations, lot owners' docks may not protrude more than 12 feet beyond the property line towards the middle of the lake.

Design: Overall width of covered area: 16' typical, maximum 22'. Overall length of covered area: 32' typical, maximum 40'. Roofs may be flat or conventional pitched. Roof decks are optional, but must have safety railings, 3' tall with pickets spaced 6" o.c. Roof deck covers are optional, but may not exceed 12' x 16' in size. All covered structures must have approved boat lifts. Uncovered docks are subject to deed restrictions regarding length of time a boat may be moored. Where two boathouses share a common scallop, finished dock and roof elevations, and enclosed wall setbacks must be compatible.

Site-lines setback: The first 10 feet behind the property line may not contain any enclosed wall areas. This is so as not to block the view down the lake for adjacent property owners.

Wave reflection: Because backwash in all skiing areas is to be minimized, the following standards should be followed:

For lots along main ski areas (lots 1-13, 23-33, and lot 44): Shorelines of scallops on the main lakes (i.e. not the canals) must maintain a slope of 10:1 or shallower for the first 10 feet above and below the normal pool level. Bulkheads and similar structures that by their design and position may cause reflection of incoming waves back into the ski areas are strictly prohibited. Docks should be designed to pull straight in to the lot. Horizontally positioned beams and boards must be situated a minimum of 8 inches above the normal pool level. (see diagram)

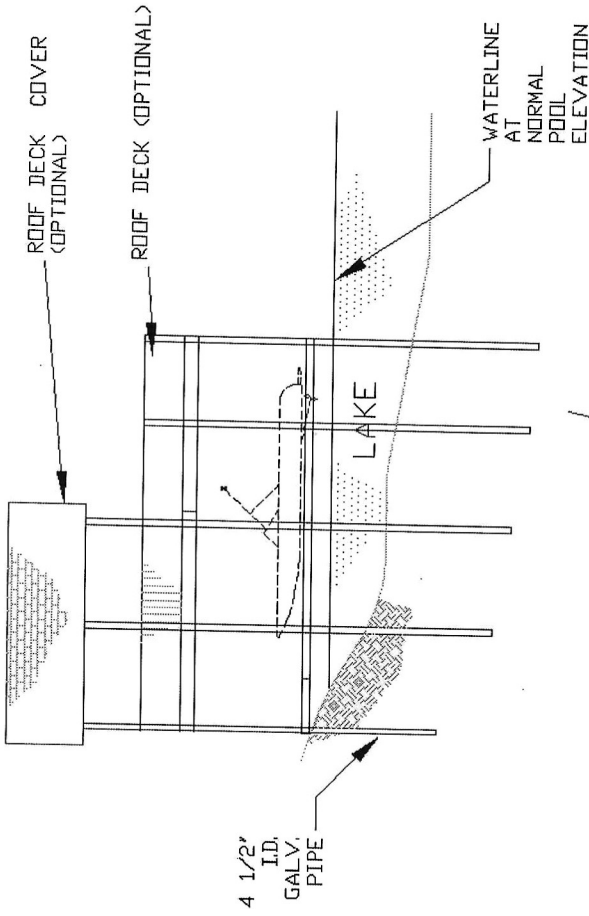
For lots along the no-wake canals (lots 14-22 and 34-43): The 10:1 side slope does not apply to canal lots, and bulkheading or other shoreline treatment is permissible, so long as no waves are reflected into the ski areas. Boat slips may run either parallel or perpendicular to the water line.

Pilings: Pilings must be 5" I.D. galvanized steel pipe. Pilings must be set a minimum 4 feet into the lake bottom, with compacted clay or bentonite backfill of any excavated areas. Owner responsible for structural engineering to support the desired structural load.

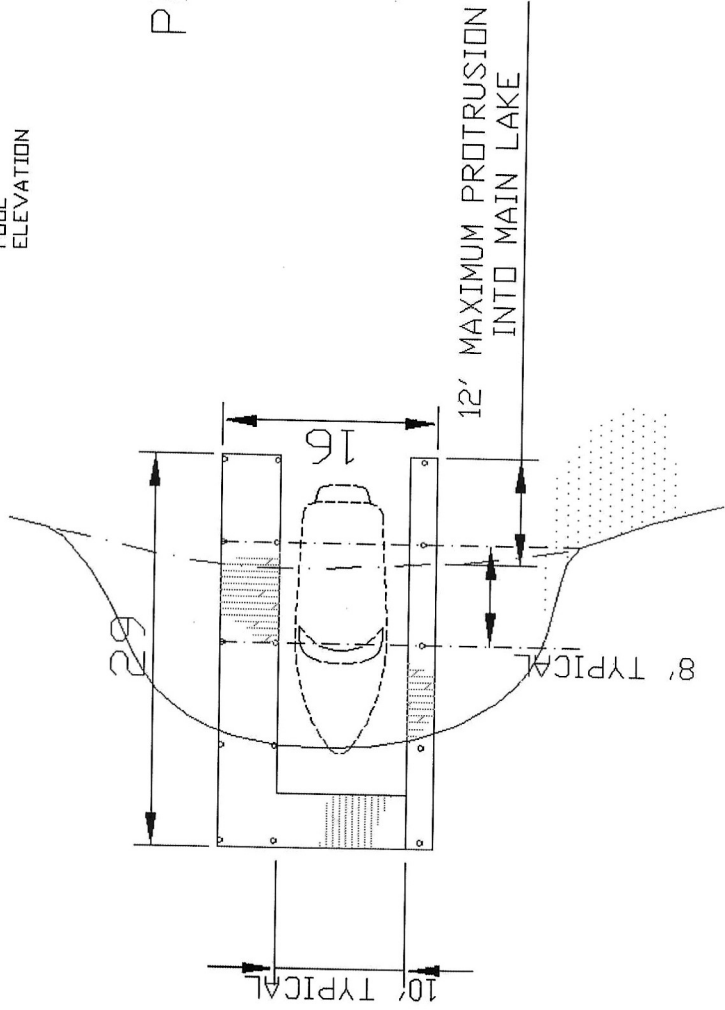
Materials and Workmanship: All materials must be new, and of treated or marine grade quality. All wood must be pressure-treated (CCA 0.40 or better). All structures must be built to generally accepted marine construction standards.

Approval Process: Boat dock plans must be approved the Architectural Control Committee before any construction commences. The ACC may interrupt any construction that is begun without approval or deviates from approved plans.

Construction Time: All structures must be substantially completed no more than 180 days from the date the pilings are set. In the case of pilings set prior to lake filling, the 180 days starts when the lakes are full.



PROFILE
VIEW



PLAN VIEW

General Notes:

1. This sheet to be used for locational positioning only, and is not to be used for structural design purposes.
2. All docks must be approved by the Architectural Control Committee prior to commencement of construction.

BOAT DOCK DETAIL

SKI AREA LOTS

LAKES AT
TIMBER COVE

BOAT.DOCK.CANAL.DWG

GRANBURY, TEXAS

SCALE:
1/8" = 1' 0"

DATE:
MAY 2003

Adopted by BOD
Stewart, President



General Provisions of Deed Restrictions

Site Plan

Building setback lines from the edge of the property line:
7-foot side building setbacks.

Front and rear setbacks vary by lot, but generally are 25 feet (front) and 20 feet (rear).
All utility lines (electricity, telephone, etc.) must be installed underground.
All plans must be approved in advance by the Architectural Control Committee.

Houses

Must have minimum living area of 1,800 square feet
Exterior construction must be at least 95% brick, rock or other masonry.
Must have 2- to 4-car garage.
Side- or rear-entry garages required.
Garage area may not exceed 35% of living area.
Concrete or paving stone driveway to street is required.
All houses must have engineered concrete slab foundations.
No mobile or modular homes.
House construction must precede all other buildings, except boathouse.
May start house construction at any time, but house's exterior and landscaping must be completed within one year after started.

Outbuildings

Up to one outbuilding is allowed, in addition to house, garage, and boathouse.
Must match house in color and general appearance.
No temporary structures allowed, except during home construction.

Boat Docks

Maximum of one boat dock per lot.
Size limited to 32 ft. deep by 16 ft. wide in size.
Must meet ACC's general design guidelines for uniform appearance and safety.
Horizontal structural members may not reflect boat wakes back into any ski areas.

General

All lots must be kept mowed and clear of debris, trash, etc.
No on-street storage of vehicles.
Storage of RV's, mowers and trailers regulated to garages or screened areas.
No commercial business to which the general public is invited to be conducted on any lot. (Does not prohibit home office/business arrangements.)
No farm livestock allowed. Dogs and cats must be contained by fence or leash.
Style and type of fences controlled by ACC.
Overnight camping must be approved by the Board and not to exceed 3 days and 2 nights.

Homeowners Association

Administers the use of the common areas, private roads and entry gates.
Board will be elected from the general membership of lot owners.
Dues are estimated to be \$55 per month. (This will vary, based on budget and actual costs)
Major expenses are landscaping, entry gates, and ski course maintenance.

Ski Lake

Motorized boating & water skiing on the ski lakes requires membership in the Ski Club.
Limited to 59 family memberships.
Members must be property owners of Timber Cove or Lakes at Timber Cove.
Towboats must be USA WaterSki approved or equivalents capable of towing in private lakes.
Limits on speed, noise emission, wake emission and other operating restrictions.

The above general provisions represent a partial listing of the "Lakes at Timber Cove Declaration of Covenants, Conditions and Restrictions." These highlights are to provide a basis for the general style and flavor of the subdivision's deed restrictions only. Consult with the actual recorded deed restrictions before purchasing or performing detailed design to ensure compliance with all elements of the restrictions.