

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**AMENDMENT OF POLICIES  
FOR  
SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.  
[*Facilities Reservation Policy*]**

*Exhibit I (Facilities Reservation Policy) replaces and supersedes the Policy filed as Exhibit I to Document No. 2015026620 in the Official Public Records of Williamson County, Texas*

**Document reference.** Reference is hereby made to that certain Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sun City, Texas filed as Document No. 2014035153 in the Official Public Records of Williamson County, Texas (together with all subsequent amendments thereto, the “**Declaration**”).

Reference is further made to that certain Amended and Restated Bylaws of Sun City Texas Community Association, Inc., filed as Document No. 2011087326, and to the Amendment to Amended and Restated Bylaws of Sun City Texas Community Association, Inc., filed as Document No. 2014034871, both in the Official Public Records of Williamson County, Texas (the “**Bylaws**”);

Reference is further made to that certain Notice of Dedicatory Instruments for Sun City Texas Community Association, Inc., filed as Document No. 2014045400 in the Official Public Records of Williamson County, Texas, as amended by the amendments filed of record in Document Nos. 2014089310, 2018018710, 2018099903, 2019048936, 2019085022, 2021083083, and 2022082262, all in the Official Public Records of Williamson County, Texas (together, the “**Policies**”).

The Declaration provides that owners of lots subject to the Declaration are automatically made members of the Sun City Texas Community Association, Inc. (the “**Association**”), and Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located.

The Association’s Board of Directors (the “**Board**”) is authorized under Section 4.2(a) of the Declaration and Section 3.2(f) of the Bylaws to adopt Rules (including policies, use restrictions, and other such documents) that modify, cancel, limit, create exceptions to, or expand the Use Restrictions filed as Exhibits “E, F, and G” to the Declaration and other portions of the Rules. The Board has previously adopted Policies to supplement the Rules.

**The Board has voted to adopt the attached Facilities Reservation policies to replace and supersede the prior Facilities Reservation policy filed as Exhibit I to Document No. 2015026620 in the Official Public Records of Williamson County, Texas.**

As of the date of this recording, Policies filed of record are as follows (Policy name and document recording information in Williamson County Official Public Records follows):

Assessment Collection Policy (Ex A):	2022082262
Open Meetings and Access to Information Policy (Ex B):	2014089310
Access Policy for Golfers with Disabilities (Ex C):	2019048936
Policy for Chartered Clubs (Ex D):	2014089310
Code of Conduct and Business Practices for CA Officials (Ex E):	2022082262
Policy for Resident Appeals to the Board of Directors (Ex F):	2019085022
Privacy Policy (Ex G):	2019085022
Voting and Elections Policy (Ex H):	2018099903
Facilities' Reservation Policy (Ex I):	this filing
Golf Course Policy	2021083083

This Amendment to the Policies is being filed of record by the Association's attorney in accordance with Texas Property Code Chapter 202.

**SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.**

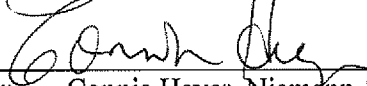
  
 By: Connie Heyer, Niemann & Heyer LLP  
 Title: Attorney and authorized agent

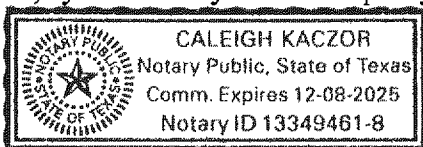
Exhibit "I": *Facilities Reservations Policy*

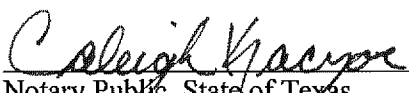
**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 19 day of December, 2022, by Connie Heyer in the capacity stated above.



  
 Notary Public, State of Texas

**After recording, please return to:**  
 Niemann & Heyer, L.L.P.  
 Attorneys At Law  
 Westgate Building, Suite 313  
 1122 Colorado Street  
 Austin, Texas 78701

## Exhibit I

**SUN CITY TEXAS  
COMMUNITY ASSOCIATION  
Reservation and Rental of Facilities Policy**

1. **PURPOSE:** To prescribe the policies and procedures for reservation and rental of Community Association (CA) facilities.
2. **SCOPE:** Applies to the use and rental of all CA facilities.
3. **DEFINITIONS:**
  - 3.1 CA or SCTXCA: Sun City Texas Community Association
  - 3.2 Board: Sun City Texas Community Association Board of Directors
  - 3.3 Employee(s): Sun City Texas Community Association employee(s)
  - 3.4 Chartered Clubs: Groups granted charters by the Board and recognized by the CA to foster and promote opportunities for all CA Members (residents) pursuing common interests in hobby, educational, recreational, social, service, and cultural endeavors.
  - 3.5 Special interest Group (SIG): Smaller group within a chartered club whose activities and purpose are in keeping with the chartered club.
  - 3.6 Neighborhoods: Designated residential areas under one numbered umbrella within Sun City Texas
  - 3.7 Neighborhood Interest Group (NIG): Smaller group within a neighborhood with a specific interest or purpose.
  - 3.8 Community Service Groups: Any non-profit civic, charity, educational, political, and religious associations.
  - 3.9 Residents: Sun City Texas property owners or renters.
  - 3.10 Non-residents: Private party or business entities that do not reside in Sun City Texas.
  - 3.11 Annual Fee Schedule: The Board approved schedule of fees that is finalized in the budget cycle each year.
4. **RESPONSIBILITY:**
  - 4.1 The Executive Director ("Responsible Party") shall be responsible for reviewing, updating, and recommending to the Board changes and amendments to this policy for the Board's review and approval including answering questions of interpretation.
  - 4.2 The Executive Director and the Director of Finance and their designees shall be responsible for implementing, enforcing, and administering this policy.
5. **THE POLICY:**
  - 5.1. General Facility Information
    - 5.1.1. The following facilities are available for reservation and rental:
      - Six Flags Ballroom
      - Social Center Patio
      - Bocce/HAWKS Patio
      - Legacy Hills Park Pavilion
      - Activity Center Meeting/Conference Rooms
      - Activity Center Atrium
      - Cowan Creek Meeting Rooms

- Cowan Creek Pavilion
- Cowan Creek Amphitheatre
- Mesquite Room
- The Oaks
- The Oaks Patio
- The Retreat Lone Star Room
- The Retreat Meeting Rooms
- The Retreat Pavilion
- Outdoor Softball Kitchen

5.1.2. In order to accommodate the number of residents, clubs and neighborhoods who utilize CA facilities, it is necessary to properly schedule these facilities. The reservation, scheduling and rental of CA facilities are established and maintained by the CA management as part of the delegated administrative responsibilities of the CA's Executive Director. In establishing schedules, the CA staff shall prioritize requests for facility reservations based on the following hierarchy.

5.1.2.1. CA's Board of Directors and Committees - Any meeting of the CA's Board of Directors, as well as all delegated committees (standing or ad-hoc) of the Board, have priority over all other meetings.

5.1.2.2. Community Events and Special Club Performances- All community events sponsored by the Lifestyle Department and any annual chartered club performances.

5.1.2.3. Chartered Clubs - CA Management accepts event requests for regularly scheduled meetings or programs by the 1st week in June for the following calendar year. These requests will be evaluated and booked with confirmations sent out to each club by August 1st. Dates are subject to change.

5.1.2.4. Neighborhoods- CA Management will accept event requests by the 2nd week in June for the following calendar year with confirmation returned to each neighborhood by August 1st. Dates are subject to change.

5.1.2.5. Any Non-Chartered Clubs or Organized Groups- These organizations may request the use of CA Facilities provided the activity is in part made up of Sun City Texas residents. These events will be scheduled by CA staff upon approval of a reservation contract, which establishes the appropriate charges for the use of facilities.

5.1.2.6. Private Events- Residents and non-residents may reserve select facilities for a private event, with completion and signing of a reservation contract and upon CA staffs' approval. Private functions may be prohibited if, in the judgment of the Executive Director, these events would detract from the enjoyment of facilities by the general membership.

5.1.2.7. Unscheduled Activities -Unscheduled resident activities are permitted in the CA's facilities provided the requested facility is not already reserved.

5.1.2.8. The CA Staff will evaluate the following factors in the event of multiple requests for the same facility during the same time:

- Date and time the request was made
- Individual or organization making the request
- Size of the group
- Meeting time

- Length and frequency of meetings
- Club or organization's regularly scheduled meetings

5.1.2.9. The CA staff has the authority to reassign facilities in order to meet the objectives of this policy; however, once a Reservation Contract has been completed, facilities will not be reassigned without the agreement of the reserving parties.

5.1.2.10 Changes or cancellations will only be accepted in writing from the event's contact person or Designated Alternate (Chartered Clubs and NH's)

## **5.2. General Rules and Fees**

The following rules and fees pertain to all reservation and rental of CA facilities.

5.2.1. CA facilities may be reserved for private events (exclusive use) upon completion and signing of a Reservation Contract and approval by the Executive Director or his staff designee.

5.2.2. Reservations may be made up to two (2) years in advance for special events, (weddings, receptions, reunions, etc.), at the CA staffs' discretion. A non-refundable deposit equal to one-half of the rental will be required for events scheduled more than 12 months in advance upon receipt and signing of the contract. The balance of the rental fees plus the damage deposit will then be due on or before 90 days prior to the event.

5.2.3. Non-Resident reservations must be made for a minimum of two (2) hours.

5.2.4. All non-resident renting parties must pay a refundable damage deposit of \$400 at the time of completion and signing of a Reservation Contract. This damage deposit, less clean-up or damage charges, will be refunded within 10 working days after the event(s).

5.2.5 Certain organizations that wish to use SCTXCA facilities to freely donate their services (i.e., AARP Tax Prep, government elections, flu vaccination, etc.) may be allowed to do so without charge and will be determined by the Executive Director or his designee.

5.2.6. Refunds in event of cancellation:

5.2.6.1. No rental fees will be refunded for events canceled less than 90 days prior to the event. Only the applicable damage deposit will be refunded.

5.2.7. Rental parties will receive a copy of the CA reservation contract/confirmation and any necessary supporting documentation.

5.2.8. The CA will charge a \$1.00 administrative fee per ticket if the CA is to sell tickets for an event.

5.2.9. Selling goods or services without prior approval by the CA is prohibited. (See 5.3.2.8 for rules on selling goods or services by Charter Clubs, Special Interest Groups and Neighborhoods) of alcoholic beverages is strictly prohibited, unless authorized by the Texas Alcohol and Beverage Commission.

5.2.10. Organizations or individuals may not sublease any CA facilities at any time without written CA authorization.

5.2.11. Methods of displaying decorations must be approved by the CA prior to being used. Tacks, tape, nails, or other means that may permanently damage the CA facility may not be used. (Only blue painters' tape may be used to hang decorations) Additional fees, as determined by CA staff, will be charged if repairs are required.

5.2.12. The CA staff is responsible for coordinating the setting-up and taking-down of all tables and chairs for functions in the Six Flags Ballroom, the Lone Star Room at the Retreat and the Georgetown and Florence rooms at the Cowan Creek Amenity Center. A

setup fee may be charged for Charter Clubs, Special Interest Groups and Neighborhoods for these rooms.

5.2.13. All catering or banquet services must be provided by a Board-approved and authorized caterer in accordance with the CA Reservation Contract and Catering Policy. Contact SCTXCA for the current version of such Catering Policy.

Residents hosting the function, however, shall be ultimately liable for any violations of the policy and damages caused by the caterers or guests at the function.

5.2.14. Individuals or organizations (lessee) that reserve facilities are responsible for the actions of, and any damages caused by their invited guests. Intoxication is strictly prohibited. All damages over and above those deducted from any security deposit are the joint and several obligations of all event hosts and shall be assessed to the host(s) SCTXCA account if not paid in full within 30 days of presentment of an invoice.

5.2.15. All parties reserving rooms are responsible to return the facility in the condition in which it was provided. Additional fees will be charged if additional cleaning is required or if the facility is damaged and requires repair. A fine will be charged for all groups that do not remove the trash to the dumpster at the conclusion of their event.

5.2.16. Improper conduct toward or abuse of Members, Residents, Guests, CA employees or catering staff will not be tolerated. The CA Board may choose to discipline the individual or organization

5.2.17. You may have food and drink in CA meeting rooms. This includes light snacks, potlucks, and catering by the approved caterers. The Social Center Ballroom, Cowan Creek Amenity Center, and the Retreat Kitchen areas can be used by Residents for food staging. Food and drink are not permitted in the Veterans Plaza area. Residents bringing any food into CA buildings or facilities are required to clean up and remove all trash from the facilities.

5.2.18. Potlucks are defined as non-catered meals provided and brought to the CA facilities by residents only.

5.2.19. No reservable events are permitted in either the Social Center Lobby, the Retreat Lobby or Cowan Creek Lobby.

5.2.20. Hours of operation for all CA facilities will be set by the CA Board of Directors.

5.2.21. In instances where coffee machines are used, users shall provide coffee and all related supplies and must clean the machines and surrounding area after use.

5.2.22. All events will follow CA energy and conservation policies.

5.2.23. The use of dance wax on the floors, fog, dry ice, cool sparks and smoke machines in any CA facility is strictly prohibited.

5.2.24. All events held in CA venues must comply with the current City of Georgetown Noise Ordinance.

### **5.3. Reservation and Rental by: CA Chartered Clubs, Special Interest Groups (SIGS) and Neighborhoods**

5.3.1. Purpose: This section prescribes the rules and fees pertaining to reservation and rentals by CA Chartered Clubs, Special Interest Groups (SIG's) of Chartered Clubs, Neighborhoods, and Interest Groups

5.3.2. Specific Rules and Deposits:

5.3.2.1. In accordance with the CA's Policy for Chartered Clubs, Chartered Clubs and their SIG's will pay fees based on the approved annual fee schedule.

5.3.2.2. All Chartered Club room reservations will be requested by the club president or their designee. Executive Director or his designee may set reasonable limits to restrict or limit complimentary rooms as the community population increases.

5.3.2.3 All neighborhoods will pay fees based on the approved annual fee schedule.

5.3.2.4. All Neighborhood room reservations will be requested by the neighborhood representative or their designee.

5.3.2.5. Neighborhoods may be combined for special events.

5.3.2.6. Chartered Clubs, SIGS and Neighborhoods may be charged for special setups or teardowns associated with any event in the Ballroom, Georgetown and/or Florence rooms, and the Retreat Lone Star room as set in the fee schedule.

5.3.2.7 Club and Neighborhood cancellations must be made in writing by the designee of the Club or Neighborhood. Functions must be cancelled a minimum of 10 days in advance. If not cancelled 10 days in advance any setup fee charged will not be refunded.

5.3.2.8. Chartered Clubs and Neighborhoods renting facilities for profit generating revenue are required to pay a set-up fee of up to \$200 per day. Any Club, SIG, or Neighborhood using any non-setup room for profit to the Club, or an individual must pay the resident rate for room rental as defined in the fee schedule.

5.3.2.9 There may be a room request limitation set by the Executive Director or his designee for repeated cancellations/no shows that clubs or neighborhoods incur.

5.3.2.10. Any technical or dress rehearsals requiring additional room usage will be scheduled on a space available basis only, no more than 120 days in advance of the performance and subject to change except during the two weeks prior to the event. Existing room setups will be utilized during rehearsals in order to minimize room transition times.

5.3.2.11. Interest Groups are encouraged to utilize neighborhood homes as much as is practical and CA facilities will not be allocated to these groups until 30 days prior to their event.

5.3.2.12 No Shows will be charged a \$25 fee for room reservations that are not cancelled.

#### **5.4 Reservation and Rental by: Community Service Groups and CA Employees**

5.4.1. Purpose: This section prescribes the rules and fees pertaining to reservation and rental by Community Service Groups and CA Employees.

5.4.2. Specific Rules and Deposits:

5.4.2.1. Community Service Groups are defined as non-profit civic, charity, educational, political associations, religious groups, or groups with a 501C status. The decision to designate any organization, association, or group as a community service group rests with the CA Executive Director or his designated agent(s).

5.4.2.2 These groups and CA employees will pay fees based on the approved annual fee schedule.

5.4.2.3. Community Service Groups and CA employees will be charged for the use of special equipment, special setups or teardowns including normal and overtime labor associated with the event.

5.4.2.4. Community Service Groups and CA employees renting facilities for profit generating revenue are required to pay a refundable damage deposit fee of \$400 and a \$200 room set-up fee (non-refundable).

#### **5.5 Reservation and Rental by: Sun City Texas Residents**

5.5.1. Purpose: This section prescribes the rules and fees pertaining to Sun City Texas residents.

5.5.2. Specific Rules and Deposits:

5.5.2.1. Sun City Texas residents will pay fees based on the approved annual fee schedule.

5.5.2.2. Sun City Texas residents will be charged for the use of special equipment, special setups or teardowns, including regular and overtime labor associated with the event.

5.5.2.3. No rental fees will be refunded for events cancelled less than 10 days prior to the event.

5.5.2.4. The \$400 damage deposit will be waived for residents hosting private events but can be assessed if damage occurs.

#### **5.6. Reservation and Rental by: Non-residents of Sun City Texas**

5.6.1. Purpose: This section prescribes the rules and fees pertaining to reservation and rental by non-residents of Sun City Texas (including reservations by the Developer).

5.6.2. Specific Rules and Deposits:

5.6.2.1. Non-residents of Sun City Texas will pay fees based on the approved annual fee schedule.

5.6.2.2. Non-residents of Sun City Texas will be charged for the use of special equipment, special setups or teardowns including normal and overtime labor associated with the event.

5.6.2.3. For events where alcohol is being served, the non-resident rental parties are required to contract with an on-site security company at their own expense.

5.6.2.4. Non-residents or non-resident groups renting facilities are required to pay a refundable damage deposit fee of \$400.

5.6.2.5. There will be a flat fee of \$4,000 for the reservation of the Six Flags Ballroom for weddings and receptions. The period of rental for these types of events will be from 10:00 a.m. to midnight.

#### **5.7 Audio/Visual Equipment Rental**

5.7.1. Purpose: This section prescribes the rules and fees pertaining to the rental of audio/visual equipment.

5.7.2. Specific Rules:

5.7.2.1. Non-residents private parties, non-resident groups and community service groups will pay fees based on the approved annual fee schedule.

#### **5.8 Reservation and Use of Fitness Center Facilities**

5.8.1. Purpose: The primary purpose of the Fitness Center is to provide quality facilities for fitness activities for the maximum number of Sun City residents. Therefore, clear priority for Fitness Center facilities will be given to classes and activities which are scheduled and managed by the Fitness Center and open to all residents.

5.8.2. Specific Rules:

5.8.2.1. The Fitness Center's facilities are also appropriate for usage by other activities not managed by the Center (e.g., various dance groups). In times not scheduled and managed by the Center a procedure should be in place to ensure maximum usage of facilities for Sun City residents' pleasure.

5.8.2.2. Based on these principles, the procedure below will govern the reservation and usage of the Fitness Center Aerobics rooms:



5.8.2.2.1. Fitness Center management will establish the aerobics rooms schedule for priority activities.

5.8.2.2.2. Priority activities will take precedence in scheduling. Priority activities are those that are open to all residents who wish to participate in fitness activities sanctioned by the CA.

5.8.2.2.3. The Aerobics rooms will be managed with the procedure below:

1. , Bi-Monthly, Fitness Center management will make available a schedule of all classes and activities managed by the Fitness Center for the following quarter.
2. Chartered Clubs and SIGs may reserve the Aerobics rooms for the following quarter by submitting a written/online request to the Fitness Center. Staff will use their best judgment when conflicting requests are received.

Note: Other Fitness Center areas are not available for reservation by clubs or groups.

## **6. REFERENCES:**

- 6.1. Annual Fee Schedule

**Policy Approval and Tracking Information**

<b><u>Policy#</u></b> 2010-xxx	<b><u>Title</u></b> Reservation and Rental of Facilities Policy
<b><u>Responsible Party</u></b> CA Executive Director	<b><u>Frequency of Review</u></b> Every 3 years following approval of initial creation or modification.

**BOARD APPROVAL**

<b>Signature</b>	<b>Title</b>	<b>Date</b>
	Board President	11/17/2022

**REVISION RECORD**

<b>Rev.</b>	<b>Date of Board Approval</b>	<b>Change Description</b>
0	01/25/2001	Originated
1	01/07/2003	Amended and Approved
2	12/01/2005	Amended and Approved
3	3/23/2006	Amended and Approved
4	11/16/2006	Amended and Approved
5	07/09/2007	Amended and Approved
6	02/07/2008	Amended and Approved via UA
7	09/25/2008	Amended and Approved
8	03/25/2010	Amended and Approved
9	10/09/2011	Legislative Changes
10	05/17/2012	Amended and Approved
11	05/28/2015	Amended and Approved
12	05/23/2019	Addition of The Retreat
13	11/17/2022	Adjustment of Cleaning Fee, Add Mesquite, Others

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022138410**

Pages: 11 Fee: \$62.00

12/20/2022 10:22 AM

MBARRICK



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas