



**NOTICE OF DEDICATORY INSTRUMENTS**

**Declaration of Covenants, Conditions and Restrictions:** Volume 4334, Page 1064, Real Property Records, Travis County, Texas, as amended.

**Association:** Mountain Shadow Village Neighborhood Association, Inc.

**Subdivision Name** Great Hills

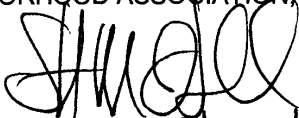
Pursuant to Texas Property Code §202.006, the Association gives notice that all property subject to the Declaration referenced above is also subject to the following dedicatory instruments:

1. Collections Policy, attached as **Exhibit A**;
2. Payment Plan Guidelines and Payment plan agreement, attached as **Exhibit B**;
3. Records Production Policy, attached as **Exhibit C**;
4. Records Retention Policy, attached as **Exhibit D**;
5. Resale Certificate Policy, attached as **Exhibit E**;
6. Enforcement and Fine Policy, attached as **Exhibit F**;
7. Rules Relating to Certain Installations, attached as **Exhibit G**;
8. Bylaws attached as **Exhibit H**.
9. Maintenance Responsibility Resolution **Exhibit I**
10. Rules and Regulations **Exhibit J**

Each dedicatory instrument is complete, correct, and current as of the date of this Notice, but may be amended from time to time. A current copy of each dedicatory instrument can be obtained from the Association's managing agent, Interwerk, P.O. Box 10042, Austin, Texas 78766, or the successor managing agent shown in the most recent management certificate recorded in the County property records.

EXECUTED this 26<sup>th</sup> day of October, 2011.

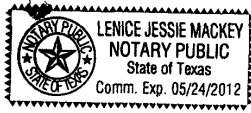
MOUNTAIN SHADOW VILLAGE  
NEIGHBORHOOD ASSOCIATION, INC.

By:   
 Printed Name: Steve Hull  
 Title: President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 2011, by Steve Hull, the President of Mountain Shadow Village Neighborhood Association, on behalf of said corporation.



Lenice Mackey  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING RETURN TO:**  
Arnold & Associates, PC  
406 Sterzing St.  
Austin, Texas 78704

**COLLECTIONS POLICY**  
Mountain Shadow Village Neighborhood Association, Inc.  
Great Hills Subdivision

The Collections Policy is adopted by the Board of Directors effective 1/1/2012 pursuant to Texas Property Code § 209.0064 (the Act).

1. **Due Date: Assessments are due in advance on the first day of each month.**
2. **Late Date: If payment is not received by the tenth day of each month, the assessment shall be deemed delinquent, and will incur an administrative fee. **The administrative fee of \$ 25.00 , will be imposed and will continue to be imposed on the eleventh day of each month as long as the account reflects an outstanding balance due.** The fee is to defray the additional administrative time involved in collection of delinquent accounts.**
3. **Authorization to Proceed: The collection process has multiple steps: (a) notice of delinquency and offer of payment plan; (b) demand letter by attorney or collection agent; (c) notice of lien claim recorded in property records; (d) foreclosure. The Board authorizes the managing agent to take all steps except foreclosure. Foreclosure must be authorized by the Board at a meeting for which the published agenda gives fair notice that assessment delinquencies will be discussed. To safeguard owners' privacy rights, no identifying information about the accounts will be published in the agenda or discussed in open meeting where persons other than the Directors and managing agent are in attendance.**
4. **Payment Plan Offer: When (a) an account is delinquent by at least one (1) month or (b) the amount owed exceeds \$166.00, the Association will send a payment plan offer to the owner (provided the owner has not defaulted on a payment plan in the preceding two years). Among the factors that will be considered in setting payment plan terms are: length of delinquency, amount due, owners' payment history, reason for non-payment, owner performance on previous payment plans, and violation history, to the extent it reflects owner's willingness to abide by Association rules and standards, as well as any other relevant circumstance. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances, and thus payment plan terms may not be identical for all owners. The Board of Directors delegates to the managing agent and the Association's attorney (who each may act without the joinder of the other) the authority to set payment plan terms for an owner. Additional provisions relating to payment plans are set forth in the Association's Payment Plan Guidelines, which document is incorporated by reference in this Collection Policy.**
5. **Referral to Collection Agent: **If the Association and owner do not agree on a payment plan within 30 days of the offer, or if the owner defaults under an agreed payment plan, the account shall be referred to an attorney or agency for collection.** The timing of the referral shall be at the discretion of the Association.**
6. **Payment Arrangements: The Association is required to offer a payment plan only once before referring the account to an attorney or collection agent. The Association may offer payment plans later in the**

collection process, but that decision is completely optional. If an owner does not accept or defaults on the initial payment plan offer, the Association does not have to offer the same payment terms at a later time. **As a general rule, the older and larger an account becomes, the stricter the payment plan terms will be.**

7. Owner Rights During Delinquency: The Association may withhold from an owner the right to use/access Association amenities during the period of delinquency. If the owner is on a payment plan, then the right to use the amenities will be restored when the owner has paid 100% of the delinquency plus 100% of assessments that have accrued since the beginning of the payment plan. The delinquency shall not affect the owner's right to vote or serve on the Board of Directors.
8. Collection costs: The Association will initially pay for all collection costs and attorneys fees, but will bill the same to a delinquent owner's account. **The owner must reimburse to the Association all collection fees.**
9. NSF Fees: **A fee of \$25.00 will be levied for each returned check.** In the event an owner delivers two or more checks within a 6 month period that are dishonored, the Association reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.
10. Application of Payments: If an owner is in default under a payment plan or does not enter into a payment plan within 30 days of the Association's offering a payment plan, any payments thereafter made will be credited as follows:
  - a. maintenance/repair costs incurred by the Association (such as mowing charges)
  - b. collection costs, including attorney's fees and manager's charges
  - c. administrative fees
  - d. delinquent assessments
  - e. current assessments
  - f. fines
11. Partial or Conditional Payments: The Association will return to the owner all partial payments that are (a) delivered with a notation "payment in full" or comparable stipulation or (b) backdated to make it appear that a late payment was tendered on time.
12. Exceptions The Association may make exceptions to this Collections Policy for good cause or in the interest of fairness or economy. Each exception is made on its own merits, and the Board is not required to make the same exception for every owner.

Exhibit B

**PAYMENT PLAN GUIDELINES**  
**Mountain Shadow Village Neighborhood Association, Inc.**  
**Great Hills Subdivision**

The Payment Plan Guidelines are adopted by the Board of Directors effective 1/1/2012 pursuant to Texas Property Code § 209.0062 (the Act).

1. Offer of Payment Plan

A payment plan will be offered upon an owner's request. A payment plan will also be offered prior to the Association sending the matter to an attorney for collection. As a general rule, this will occur when the account balance exceeds \$166.00 or is more than one month delinquent; but the Board may vary this time frame in its discretion. The owner has 30 days after the date of the offer to accept the payment plan (per section 5 below) or negotiate an alternative plan with the Association; failure to enter into a mutually acceptable payment plan within 30 days of the Association's offer of a plan will be treated the same as a payment plan default.

2. Eligibility for Payment Plan

All owners are eligible to receive a payment plan, unless disqualified. **An owner who defaults under a payment plan will be disqualified from receiving a payment plan for two (2) years after the default.**

3. Standards

The Association will allow owners to pay delinquent regular and special assessments in payments over a period of no less than 3 months. Payments shall be made at intervals of not more than 30 days. Payments shall be roughly equal in amount (balloon payments that defer payment of most of the debt to the end of the period are unacceptable). **The owner must also pay current assessments when due.**

4. Payment Amount

The amount of each payment, frequency of payment, and length of the payment period is up to the Board's reasonable discretion. Factors that may be considered include the length of the delinquency, the amount due, the owner's payment history, time elapsed between the Association's offer of a payment plan and owner's acceptance, the promptness with which owner acts, reason for non-payment, owner's performance on previous payment plans, violation history (to the extent it reflects owner's willingness to abide by Association rules and standards, and any other relevant circumstances. The Board of Directors authorizes the managing agent and the Association's attorney (which may act without the joinder of the other) to set payment plan terms for an owner.

5. Owner Signature

**Every plan must be in writing and signed by the owner(s);** the owner must return a signed copy to the Association within 30 days of the date the Association sends the plan to the owner. The owner must

also provide reasonable contact and identifying information requested by the Association, and notify the Association of any change in contact information during the plan.

#### 6. Fees and Interest

As long as the owner complies with the requirements of the plan, the Association will not charge any late fees during the plan. **The Association may charge a fee of no more than \$25.00 for preparing the plan agreement, plus a monthly administrative processing fee of \$5.00 to \$10.00,** depending on the length of the plan. In addition, if the payment plan involves a special assessment, the owner must reimburse the Association for any interest the Association must pay, or additional cost incurred, as a result of the owner not paying the special assessment when due.

#### 7. Default

**The owner will be in default under an agreed plan if the owner does not pay (a) the agreed installment payment on time or (b) any current assessment as it accrues.** An NSF check will be considered non-payment. If the owner defaults under the plan, the Association may demand immediate payment of the entire amount due, resume charging late fees, and refer the matter to an attorney for collection. In addition, any payments received subsequent to default will be applied as provided in the Collections Policy.

#### 8. Appeal

The Association shall give written notice of default to the owner. The owner may appeal to the Board. Submitting an appeal does not relieve the owner from the obligation to pay past due or present assessments and the Board may consider non-payment during the appeal period as a factor adverse to the owner's appeal. The Association shall have the right to charge a reasonable administrative fee (not to exceed \$25.00) for providing notice of default.

#### 9. Modification

An owner may ask the Association to modify the payment plan. All such requests must be in writing and supported by specific reasons. A request for modification must be made within ten (10) days of the date the Association offers the payment plan to owner. If the request for modification is due to events that occur after the plan is accepted, the owner should request modification as soon as possible after the event.

#### 10. Waiver

The Association may waive or choose not to enforce these guidelines as to one or more owners. Non-enforcement shall never be construed as an abandonment or waiver of these guidelines. No owner shall have any right to receive the same terms each time a payment plan is offered to the owner. No owner has a right to demand a plan that differs from the parameters set forth in these guidelines.

11. Temporary Relief

Payment plan is intended to provide temporary relief to alleviate immediate financial hardship. At the end of the plan, owner will be expected to resume paying assessments on the same basis as applies to the Association membership in general.

12. Amendment

These guidelines may be amended from time to time by the Association's Board of Directors.

13. Legal Compliance

The Association intends to comply fully with the Act. In case of ambiguity or uncertainty, these guidelines shall be interpreted in a manner consistent with all legal requirements.

**MOUNTAIN SHADOW VILLAGE NEIGHBORHOOD ASSOCIATION, Inc.  
GREAT HILLS SUBDIVISION  
PAYMENT PLAN AGREEMENT**

The Payment Plan Agreement is adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § 209.0062 (the Act).

Owner(s)' name: \_\_\_\_\_  
Property address: \_\_\_\_\_  
Owner mailing address (if different from property address): \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Owner agrees to make payments to the Association according to the following schedule:**

<i>Payment #</i>	<i>Due date</i>	<i>Amount<sup>1</sup></i>
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**Owner also agrees to pay current assessments to the Association as they become due.**

Payments should be sent to \_\_\_\_\_.

Missing a payment, paying late, or sending an NSF check is a default. If owner defaults, the Association may terminate the plan and require immediate payment of all amounts due. The Association may also refer the account to an attorney for collection, in which case reasonable attorney's fees and collection costs will be added to owner's account. An owner who defaults on a payment plan will not be eligible for another payment plan for 2 years from the date of default.

One or both owner(s) is serving in the armed forces or military reserves:       Yes     No

**Owner accepts the above payment plan, and certifies owner's military status.**

You must return the signed plan to [address] within 30 days. Failure to do so will be deemed a rejection of the plan, and the account will be turned over to an attorney for collection. Reasonable attorney's fees and collection costs will be added to owner's account as the same are incurred.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

**Owner will promptly notify Association of changes in address, email, or telephone.**

**FOR MEMBERS OF THE MILITARY**

Federal and State law provide certain protections to members of the armed services or military reserves. If you are a member of the armed forces or reserves, please provide the below identifying information. This information will enable the Association to verify your active duty status, should the need arise.

Owner's full name (include middle name): \_\_\_\_\_

Branch of Service: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Last four digits of Social Security #: \_\_\_\_\_



**Exhibit C**

**RECORDS PRODUCTION POLICY**  
**Mountain Shadow Village Neighborhood Association, Inc.**  
**Great Hills Subdivision**

The Records Production Policy is adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § 209 (the Act).

**1. Request for Records**

The owner or the owner's authorized representative must submit a written request by certified mail. The request must contain (a) sufficient detail to describe the books and records requested and (b) 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. Inspection**

The Association shall respond to a request for inspection within 10 business days by providing written notice of the dates and times during normal business hours that the inspection may occur.

**3. Copies**

If copies are requested, and the Association is unable to produce the copies within 10 business days of the request, the Association must give written notice of that fact and state a date, within the next 15 business days, that the copies will be available.

**4. Format**

The Association may produce documents in hard copy, electronic, or other format of its choosing.

**5. Charges**

The Association will charge for time spent compiling and producing all records. It will also charge for reproduction if copies are requested. Those charges shall be the maximum amount allowed by the Statute. At the time this policy is adopted, the allowable rates of charge are:

- Paper copies - 10¢ per regular page, 50¢ per oversize pages
- CD - \$1 per disc
- DVD - \$3 per disc
- Labor charge for requests of more than 50 pages - \$15 per hour
- Overhead charge for requests of more than 50 pages - 20% of the labor charge
- Document retrieval charges from off-site storage – actual cost
- Postage – actual cost

If the rates of charge allowed by Statute change, that charge will automatically apply to Association records, without necessity of amending this policy.

**6. Advance Payment**

The Association may require advance payment of estimated costs. If the actual cost is less than the estimate, the Association shall refund the excess to the owner within 30 business days. If the actual cost is greater than the estimate, the owner shall pay the excess within 30 business days after the information is delivered to the owner. If the owner fails to reimburse the Association, the amount of the unpaid excess costs shall be added to the owner's account with the Association.

**7. Exempt Information**

The Association shall not be required to provide information of the following types without the prior written consent of the person who is the subject of the information:

- Owner violation history
- Owner personal financial information
- Owner contact information other than the owner's address
- Information relating to an Association employee, including personnel files
- Information that is legally exempt/protected from disclosure

**8. Summaries/Compilations**

The duty to provide documents on request applies only to existing books and records. The Statute does not obligate the Association to create a new document, prepare a summary of information, or compile and report data.

**Exhibit D**

**RECORDS RETENTION POLICY  
Mountain Shadow Village Neighborhood Association, Inc.  
Great Hills Subdivision**

The Records Retention Policy is adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § 209 (the Act).

**MANDATORY**

**Permanent records:**

- Articles of Incorporation/Certificate of Formation and all amendments
- Bylaws and all amendments
- Restrictive Covenants and all amendments

**7 years:**

- Financial books and records
- Minutes of owners' meetings
- Minutes of Board meetings
- Tax returns
- Audit records

**5 Years:**

- Account records of current owners

**4 Years:**

- Contracts with a term of one year or more shall be retained for 4 years after expiration of the contract term

The above time periods are mandated by statute. The below periods are discretionary, and may be changed from time to time by Board resolution or by custom and practice.

**DISCRETIONARY**

**4 Years:**

- Insurance records
- Contracts for terms of less than one year – 4 years from the date of the contract
- Architectural applications and approvals
- Enforcement records
- Written ballots cast by owners relating to amendment of governing documents

**2 Years:**

- Inspection reports
- Accident reports
- General correspondence
- Employment records – 2 years following termination
- Leases – 2 years following termination

**6 Months:**

- E-mails
- Written ballots cast by owners other than those listed above

Exhibit E

**RULES RELATING TO RE SALE CERTIFICATES**  
**Mountain Shadow Village Neighborhood Association, Inc.**  
**Great Hills Subdivision**

The Rules relating to Resale Certificates are adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § 207.003 (the Act).

1. Resale Certificates. This policy applies to any Resale Certificate (**Certificate**), as described in Texas Property Code § 207.003.
2. Charges. The standard charge for a Certificate is \$50.00; the standard charge for an update to the Certificate is \$25.00; and the standard charge for a Statement of Account is \$25.00. If a Certificate or Statement is required on less than ten (10) business days notice but more than three (3) business days notice, the charge will be increased by 50%. If a Certificate or Statement is requested on less than three (3) business days notice, the charge will be doubled.
3. Payment. The parties to the lot sale may agree between themselves as to who shall have primary responsibility for paying for the Certificate or Statement. If the Association does not receive full payment, however (for example, dishonored check), the property owner shall be responsible for the fee, and the Association shall be entitled to charge the owner's account for the same.
4. Known Violations. The Certificate will describe violations that are (a) actually known to the Association or (b) readily visible from the street in front of the lot. If the Association does not enter upon the lot, the Certificate will contain language substantially as follows:

The Association did not enter upon the lot to inspect portions not readily visible from the street in front of the lot. If a violation is later discovered in an area that was not readily visible, the then-owner of the lot will be responsible for correcting the violation, even if the violation preexisted his/her purchase of the lot.
5. Inspection on Request. Upon receipt of written authorization by the seller/owner, the Association will enter the lot to inspect areas that are not readily visible from the street in front of the lot. In that event, the Certificate will contain language substantially as follows:

The Association entered on the lot and inspected it (including portions not visible from the street) on or about [date], and noted [no violations] [the following violations: \_\_\_\_].
6. Liability of Subsequent Owners. Individuals who purchase a lot will be responsible for all preexisting violations to the same extent as the previous owner, unless the Association issued a Certificate for the purchase transaction and the Certificate failed to disclose a known violation or a violation that was readily visible from the street in front of the lot. In cases where the Certificate states that the Association entered on the lot and performed the inspection, it will be presumed that any violation that existed at the time of the inspection was a known violation.
7. Exemptions. Certificates shall not be required in circumstances described in Texas Property Code § 5.008(e)(1) - (4) and (6) - (10). These include foreclosure sales, sales by a bankruptcy trustee, and sales among co-owners, or between spouses incident to a divorce. Section 5 above will apply

to the liability of purchasers and their successors for pre-existing violations.

8. Governing Law. Adopted by incorporation are provisions with respect to Certificates set forth in Texas Property Code § 207.003.

**ENFORCEMENT AND FINE POLICY**  
**Mountain Shadow Village Neighborhood Association, Inc.**  
**Great Hills Subdivision**

The Enforcement and Fine Policy is adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § (the Act).

**A. Remedies for Violations.**

1. **Remedies.** This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
  - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
  - b. record a notice of non-compliance in the Travis County Official Public Records;
  - c. levy a damage assessment against an owner;
  - d. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner;
  - e. and assess a fine against the owner and the owner's lot.
2. **Vicarious Liability.** Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. **Administrative Fee.** The Association may charge an administrative fee of not more than \$25.00 per notice to defray the time and cost of processing violation notices.
4. **Non-Exclusivity.** These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, [impose a fine], and charge manager's or attorney's fees incurred incident to enforcement.
5. **Imposition of Fines.** The Board gives standing orders to the managing agent to apply this procedure and, if the Violation is not timely cured, impose fines according to the fine schedule set forth below. If the Violation is not within one of the categories shown on the schedule, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems

relevant, including the nature of the Violation, its frequency, and effect on neighboring owners and properties.

6. **Repeat Violations.** The fine for a repeat Violation within 3 months will be higher than for the previous violation(s), as shown on the fine schedule.

Violations that involve law enforcement will be fined at a minimum of \$100; for each repeat violation that involves law enforcement, the fine will increase by at least \$100.

As a general rule, fines for a discreet incident will be imposed on a per occurrence basis. Fines will be imposed on a daily or weekly basis if the Violation is of a continuous or ongoing nature.

The Board may depart from the foregoing guidelines and impose a fine at a greater rate, provided that the owner is notified in advance of the amount of the fine and given a reasonable opportunity to avoid it.

#### **B. Enforcement Procedure**

The following outlines the general enforcement procedure for Violations. Strict compliance is not necessary, as long as the Owner is given fair notice and all statutory conditions for enforcement have been met.

1. **Courtesy First Notice.** The Association shall mail a courtesy notice letter to the Owner involved that identifies the alleged Violation, requests that it be corrected within a specified time, and advises of the remedies the Association can impose if non-compliance continues. This step shall not apply for repeat/recurrent Violations for which a notice was sent within the preceding 6 months.
2. **Formal Notice.** In the event the Violation is not corrected within the specified time, the Association shall give the Owner written notice by certified mail, return receipt requested, that:
  - a. describes the Violation and states the remedy to be imposed, including amount and beginning date of the proposed fine;
  - b. allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to step 1), to cure the Violation and avoid imposition of the remedy; provided, this provision shall not apply if the Owner was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months;
  - c. states that not later than the 30th day after the date the owner received the notice of Violation, the Owner may request a hearing before the Board to contest the matter;
  - d. advises that the request for hearing must be in writing and delivered to the Association;
  - e. states that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing.

3. Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten days' advance written notice of the date, time, and place of the hearing.
4. Delivery of Notice. A certified mail letter that is returned to the Association due to the owner's failure or refusal to claim the letter shall be deemed received by the owner on the 5th day after the postmark date of the letter.
5. Notice of Fine. If a fine is imposed, the Association shall notify the owner of the levied fine within 30 days. [This notice need not be sent by certified mail.]

The foregoing procedures do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

**C. Fine Schedule. See Attached**



**SCHEDULE OF FINES  
MOUNTAIN SHADOW VILLAGE  
NEIGHBORHOOD ASSOCIATION, INC.  
GREAT HILLS SUBDIVISION**

The Schedule of Fines is adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code.

1. \$50 plus the cost to cure if completed by the Association: "Storage of trash or refuse on the lot. Unsightly growths on the lot. Trash or refuse thrown in vacant land." (RC VII Sec 5)
2. \$50 plus the cost to cure if completed by the Association: "No signs or billboards shall be permitted on any lot except for a real estate sign not to exceed 2 feet by 2 feet." (RC VII Sec 6)
3. \$50 plus the cost to cure if completed by the Association: "Clotheslines, garbage cans, woodpiles, or storage piles shall not be visible from the common areas or any other lot or street". (RC VII Sec 8)
4. \$5 per day until the problem is corrected plus towing charges if necessary: "No trucks and no commercial-type vehicles shall be stored or parked on any lot except while parked in a closed garage, nor parked on any street in the property except while engaged in transporting to or from a lot in the property, nor may boats of any kind nor any type vehicle.....be stored or parked on any lot except while parked in a closed garage." (RC VII Sec 7)
5. \$250 for each violation of the posted pool rules
6. \$50 per month if not completed within 60 days of notification. "Each owner shall at his expense keep any buildings and other improvements on his lot in good repair and condition and in a clean and sanitary condition and shall do all redecorating, painting and varnishing which may from time to time be necessary...."  
(RC VIII Sec 1)

**Exhibit G**  
**RULES RELATING TO CERTAIN INSTALLATIONS**  
**Mountain Shadow Village Neighborhood Association, Inc.**  
**Great Hills Subdivision**

The Payment Plan Guidelines are adopted by the board of Directors effective 1/1/2012 pursuant to Texas Property Code § 202 (the Act).

The Association's Board of Directors adopts the following rules relating to certain installations and improvements in the Subdivision.

These rules prohibit all Installations (defined below) that Texas Property Code Chapter 202 (**Chapter 202**) authorizes the Association to prohibit. These rules adopt all conditions and limitations on Installations that Chapter 202 allows the Association to adopt.

1. Installations Covered by this Rule

All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles, and flags (collectively, the **Installations**) that are contained in or allowed by Chapter 202, as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.

2. Placement on Association Property

An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.

3. Association Approval

All Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.

4. Rainwater Harvesting Systems

The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:

a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must be (i) located at the rear of the residence or other location not visible from the street, other lot, or common area, and (ii) adequately shielded from view by fencing, foliage, or other means approved by the Association; provided that these requirements shall be modified to the extent necessary to make such a system economically possible and technically feasible.

b. The rain barrel and harvesting system must be a color consistent with the color scheme of

the residence.

c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

5. Solar Energy Devices

The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:

- a. A Court rules the device is a threat to the public health or safety or violation of law.
- b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.
- c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or (iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.
- d. The device is located in a fenced yard or patio and is taller than the fence line.
- e. The device, as installed, voids material warranties.
- f. The device was installed without prior approval by the Association

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the Installation is properly designed, and (ii) after installation, that the Installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

6. Roofing Materials

Roofing materials are permissible:

- a. If designed primarily to: (i) be wind and hail resistant, (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar

generation capabilities; and

b. When installed, the materials: (i) resemble shingles used or otherwise authorized for use in the subdivision, (ii) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (iii) match the aesthetics of the surrounding property, as determined in the Association's discretion.

7. Religious Items

Religious item(s) may be displayed at an entry door of a residence if (a) the display is motivated by the resident's sincere religious belief and (b) the Installation does not: (i) exceed 25 square inches in the aggregate for all religious displays on the door/doorframe, (ii) threaten public health/safety, (iii) violate a law, (iv) contain patently offensive language or graphics, or (v) extend past the outer edge of the door frame.

8. Political signs

The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 202:

a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.

b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.

c. Each sign must be ground-mounted, and no sign may (i) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.

d. The Association may remove a sign displayed in violation of these standards or if erected on common areas.

9. Flags and Flagpoles

The following additional restrictions apply to flags and flagpoles:

a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).

b. Flags must be displayed in accordance with applicable United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).

- c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.
- d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.
- e. No more than 1 free-standing flagpole(s), not to exceed twenty feet (20') in height as measured from ground level, may be installed on each lot.
- f. No more than 1 building-mounted flagpole(s), not to exceed six feet (6') in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.
- g. No more than 2 flags may be flown from any flagpole.
- h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.
- i. Exterior illumination of the flag(s) must be submitted for approval in the same manner as other exterior lighting.
- j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot.
- k. The flagpole may not be located on property owned or maintained by the Association.
- l. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12' pole has a 15' setback and a 20' pole has a 25' setback.
- m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, or flag; the noise should not be discernable more than 25 feet from the flagpole.

BYLAWS OF  
MOUNTAIN SHADOWS VILLAGE NEIGHBORHOOD  
ASSOCIATION, INC.

I.

OFFICES

Section 1.1. The registered office of the Corporation shall be at 4206 Steck Avenue, Austin, Texas 78766.

Section 1.2. The Corporation may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the purposes of the Corporation may require.

II.

MEETINGS OF MEMBERS

Section 2.1. Meetings of the members shall be held at 4206 Steck Avenue, Austin, Texas 78766, or at such other place as shall be designated in the notice of meeting.

Section 2.2. An annual meeting of members, commencing in the year 1971, shall be held at 7:00 P.M. on the second Tuesday of December in each year, unless such day is a legal holiday, in which case such meeting shall be held at the specified time on the first day thereafter which is not a legal holiday. At such meeting the members entitled to vote thereat shall elect by a plurality vote a Board of Directors and may transact such other business as may properly be brought before the meeting.

Section 2.3. Special meetings of the members may be called by the President, the Vice President, the Secretary-Treasurer, or not less than one-tenth of all memberships entitled to vote at the meeting.

Section 2.4. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary-Treasurer or the officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the Corporation, with postage thereon prepaid.

Section 2.5. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 2.6. The members holding one-tenth of the votes entitled to be cast in each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of members except as otherwise provided in the Articles of Incorporation. If, however, a quorum shall not be present or represented at any meeting of the members, the members present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than announce-

ment at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.7. The vote of a majority of the memberships entitled to vote and thus represented at a meeting at which a quorum is present shall be the act of the members meeting, unless the vote of a greater number is required by law or the Articles of Incorporation.

Section 2.8. Each class A member in good standing, shall be entitled to one (1) vote for each lot he holds and each class B member shall be entitled to three (3) votes for each lot he holds subject to the jurisdiction of the Corporation on each matter submitted to a vote at a meeting of members. At each election for Directors, every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected and for whose election he has a right to vote.

Section 2.9. A member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven



(11) months.

Section 2.10. Any action required by the statutes to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

### III.

#### DIRECTORS

Section 3.1. The business and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by these Bylaws.

Section 3.2. (a) Annual Meetings. There shall be held annually, immediately following the annual meeting of members, an annual meeting of the Board of Directors. At such meeting, officers shall be elected, annual reports considered and acted upon, and such other business as shall come before the meeting shall be transacted.

(b) Special Meetings. A special meeting of the Board of Directors may be held upon the call of the President and shall be held upon the request of any two (2) members of the Board of Directors, for the transaction of any business of the Board of Directors.

Section 3.3. The Directors of the Corporation may hold their meetings, both regular and special, either within or without the State of Texas.

Section 3.4. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 3.5. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise specifically be provided by statute, the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be present.

Section 3.6. The Board of Directors by resolution adopted by a majority of the Directors in office may designate one or more committees of Directors, each of which committee shall consist of two or more Directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any re-

sponsibility imposed upon it or him by law.

Section 3.7. The number of Directors of the Corporation shall be three (3). The Directors shall be elected at the annual meeting of the members except as provided elsewhere herein and each Director elected shall hold office until his successor is elected and qualified. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the members entitled to vote called for that purpose.

Section 3.8. Any Director may be removed upon good cause shown by the vote of a majority of the entire Board of Directors or by a vote of a majority of the memberships present at any duly constituted meeting of the members. Any Director may be removed without cause by a vote of a majority of the entire membership at any duly constituted meeting of the members.

#### IV.

#### NOTICES

Section 4.1. Whenever under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director and no provision is made

as to how such notice shall be given, it shall not be construed to mean personal notice but such notice may be given in writing by mail, postage prepaid, addressed to such Director at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails, as aforesaid.

Section 4.2. Whenever any notice is required to be given to any Director or member of the Corporation under the provisions of the statutes, the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the notice, shall be deemed equivalent to the giving of such notice.

Section 4.3. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

V.

OFFICERS

Section 5.1. The officers of the Corporation shall be a President, a Vice President, and a Secretary-Treasurer, who shall be members of, and chosen by, the Board of Directors at its annual meeting, and shall serve for and during the period until the next annual meeting of such Board, or until their

successors shall have been chosen and qualified. Any person chosen as one of these officers may be eligible for re-election.

Section 5.2. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 5.3. President. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board, shall have the responsibility for the execution and accomplishment of all orders and resolutions of the Board, and shall be primarily responsible for the accomplishment of the purposes and discharge of the duties and responsibilities imposed upon the Board of Directors. He shall also execute, with the prior approval of the Board of Directors, all conveyances of lands, bonds, mortgages, notes, securities, and other documents, except where required by law or otherwise to be signed and executed by all members of the Board, and except in instances where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Board.

Section 5.4. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe from time to time.

Section 5.5. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors

and shall be the custodian of all books and records of the Board and shall be the custodian of all funds and properties of the Corporation. The Secretary-Treasurer shall prepare an annual financial report prior to each annual meeting of the Board of Directors relating to the fiscal affairs of the Board of Directors in such form and containing such information as may from time to time directed by the Board of Directors. The Treasurer shall also prepare such other financial records and reports as may be requested by the Board of Directors. He shall keep and retain all funds and properties of the Corporation in such depositories as may be designated by the Board of Directors.

## VI.

### MEMBERS

Section 6.1. Every person who is the record owner of any lot described in a plat recorded in Book 58, Page 98, of the Plat Records of Travis County, Texas, shall own one (1) membership in the Corporation for each lot he owns, regardless of the number of persons who hold an interest in said lot (in other words, if two or more persons are the owner of one lot, then such persons shall in any case own only one membership in the Association). The foregoing is not intended to include persons who hold a vendor's lien, trust lien, or other security in a lot, until such persons become the owner of such lot. The membership shall be appurtenant to and may not be separated from ownership

of any lot which is subject to assessment of the Corporation and the transfer of any membership not made as part of a transfer of a lot shall be null and void.

Section 6.2. Whenever more than one person whether an individual, corporation partnership, association, trust, or other legal entity, owns an interest in any lot referred to in Section 6.1 above, he shall be considered a member but only one (1) membership may be voted for each lot.

Section 6.3. Ownership of a lot referred to in Section 6.1 above shall be the sole qualification for membership in this Corporation.

## VII.

### Voting Rights and Classes of Members

There shall be two classes of members in the Association:

Class A: Class A Members shall be all owners except the Developer and shall have one vote for each Lot owned. Each Owner shall have the right to vote, in person or by proxy, his Membership or Memberships in the Association. When more than one Person owns an interest in any Lot, all such Persons shall be Members, but there shall be only one vote for each Lot. The vote shall be exercised as the Owners shall decide among themselves.

Class B: Class B Member shall be the Developer and shall have three votes for each lot owned until such time as 75% of the Lots shall be sold, at which time the Class B Membership shall be converted to Class A Membership.

VIII.

ASSESSMENTS AGAINST MEMBERS

Section 7.1. The Corporation may, subject to the provisions of certain restrictive covenants (the "restrictive covenants") filed in Volume 4334, Page 1064 of the Deed Records of Travis County, Texas, impose assessments upon its members, such assessments to be paid at such times as the Board of Directors may set.

Section 7.2. Whenever the restrictive covenants mentioned in Section 7.1 above shall provide a maximum annual assessment, assessments shall not be made for a figure exceeding that amount, except if a majority of the memberships vote in the affirmative. Special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, exercising certain purchase options created in the restrictive covenants, defraying deficits of receipts over expenditures, and paying for certain repairs provided in the restrictive covenants, shall not be imposed unless two-thirds (2/3) of the membership vote in the affirmative.

IX.

ARCHITECTURAL COMMITTEE

Section 8.1. The Board of Directors of the Association shall appoint an Architectural Committee composed of at most three (3) members to approve improvements proposed to be made by any member on any lot, the ownership of which qualifies him



for membership in the Corporation. The Architectural Committee shall meet within fifteen (15) days after an owner has made application to it for approval of plans for improvements, submitting at that time two (2) sets of plans and specifications. The Architectural Committee shall render its decision written thirty (30) days after this meeting, either approving the plans or disapproving them, in the latter case making specific reference to those features which caused the disapproval. Approval may be conditioned upon completion within a specified period of time. All decisions shall be made by a majority vote of the Architectural Committee. A failure of the Committee to act will result in the project being considered disapproved.

X.

#### GENERAL PROVISIONS

Section 9.1. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 9.2. The corporate seal shall have inscribed around the circumference thereof "MOUNTAIN SHADOW VILLAGE NEIGHBORHOOD ASSOCIATION, INC." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise to be reproduced.

Section 9.3. Any action required by law, the Articles of Incorporation or these Bylaws to be taken at a meeting of the members or Directors of the Corporation, or any action which may be

taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all the members entitled to vote with respect to the subject matter thereof or all of the Directors, or all of the members, of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or documents filed with the Secretary of State or any other governmental agency.

Section 9.4. The Board of Directors shall determine what shall be the fiscal year of the Corporation.

Section 9.5. The Corporation shall indemnify any Director, officer or employee, or any former director, officer or employee of the Corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Corporation may also reimburse any Director, officer or employee the reasonable costs of settlement of any action, suit or proceeding if it shall be found by a majority of the Directors not involved in the matter in controversy, whether or not a quorum,

that it was to the interest of the Corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive to any other rights which such Director, officer or employee may be entitled by law or under any Bylaw, agreement or otherwise.

Section 9.6. The Board of Directors shall have full authority to prescribe rules and regulations relating to the use of the Corporation's facilities by members and/or their guests and relating to the conduct of members and/or guests while in or on the facilities or property of the Corporation, subject to such contracts as the Corporation may make limiting this right.

XI.

AMENDMENTS

Section 10.1. The members shall have the sole power to amend these Bylaws by vote of a majority of the memberships; provided, any requirements created by the Articles of Incorporation or these Bylaws for an affirmance by more than a simple majority shall govern in those instances specified in the Articles of Incorporation or Bylaws.



MOUNTAIN SHADOW VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

“WHEREAS, the Association’s maintenance responsibilities are limited to the ‘front of all Lots,’ as further defined in the Declaration, and the ‘exterior woodwork,’ and;

WHEREAS, under Article 8 of the Declaration, the individual owners are responsible for maintaining all improvements on their Lots in good repair and condition, and;

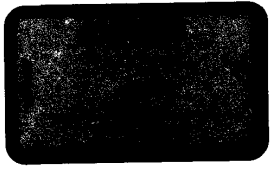
WHEREAS, the siding of units is not part of the woodwork and is not part of the ‘front of all Lots’ as defined by the Declaration,

THEREFORE, BE IT RESOLVED, individual owners are responsible for maintaining the siding. If in the future it is determined that the Association is responsible for maintaining the siding, then justice and equity require, and the Board hereby resolves, that any owner who has made expenditures to repair or replace or maintain his own siding should receive a credit in the amount expended (expended from the date of this resolution through the date the Association is made responsible, by an act of a court, act of a future Board, or any other method) toward Association assessments. It is the intent of this resolution in the unlikely event that a future Board of Directors or court of law should find the Association responsible for siding, that owners who use their individual funds to repair their own siding should not be penalized for doing so and should not have to pay twice (to pay for improvements to their own siding and then pay for the Association to make improvements to anyone else’s siding).

The burden of proof shall be on the individual owner to prove the amount of expenditures made toward repair, replacement, or maintenance of siding.”

SIGNED THIS 6<sup>TH</sup> DAY OF APRIL, 2004

PRESIDENT: *Carolyn J. Osborne*  
VICE PRESIDENT: *D. D. Cato*  
SECRETARY: *Carolyn Davidson*  
MEMBER-AT-LARGE: *Terri J. Bauer*  
MEMBER-AT-LARGE: *Scott Brune*



**RULES AND REGULATIONS  
OF  
MOUNTAIN SHADOW VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**  
February 8, 2005

*Article X, Section 9.6* of the Bylaws states “the Board of Directors shall have full authority to prescribe rules and regulations relating to the use of the Corporation’s facilities by members and/or guests and relating to the conduct of members and/or guests while in or on the facilities or property of the Corporation . . . .”

The following rules and regulations were written in order to assure to all owners the pleasures and benefits of ownership of their Lots and use of the General and Limited Common Elements. These Rules and Regulations specifically apply to Mountain Shadow Village Neighborhood Association, Inc. homeowners, their families, tenants, and guests. These Rules and Regulations shall automatically be a part of each lease, even if they are not attached, and owners are responsible for making sure tenants have a copy and follow the rules.

**COMMUNICATIONS**

Please direct any repair requests, or violations, to the management company, Interwerk (P.O. Box 10042, Austin, TX 78766. Fax: 325-388-0914, Email: Interwerk @aol.com, Telephone: 914-5761). Non-emergency requests should be in writing.

**GENERAL RESTRICTIONS**

Each townhouse unit shall be used solely for residential purposes by the owners, their tenants, and social guests; no trade or business shall be conducted in a unit, except as specifically allowed in the Restrictive Covenants or Bylaws.

Solicitation is not permitted on the property. Owners/residents are encouraged to inform solicitors of this rule.

**ASSESSMENTS**

- A. The monthly assessment for each townhouse is due on the first day of the month. “Any assessment which is not paid within ten (10) days after due shall be delinquent and shall bear interest from the due date thereof at the rate of ten percent (10%) per annum. The Association shall be entitled to bring an action at law against the Owner personally obligated to pay same, and/or to foreclose the lien against the Lot; and interest, costs and reasonable attorneys’ fees for such action shall be added to the amount of such assessment and be part of the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.” (*Restrictive Covenants, Article VI, Section 8.*)
- B. Payments made to the Association will be applied first to any outstanding balance, regardless of notations on checks or otherwise.

## **GENERAL OBLIGATIONS OF OWNERS**

“Each Owner shall at his expense keep all buildings and other improvements on his Lot in good repair and condition and in a clean and sanitary condition and shall do all redecorating, painting, and varnishing which may from time to time be necessary to maintain the good appearance and condition thereof.” (*Restrictive Covenants, Article VIII, Section 1.*)

## **ARCHITECTURAL COMMITTEE (Three members appointed by the Board)**

- A. Any changes, which alter the exterior appearance of any property, shall not be made without prior approval of the Architectural Committee. This includes but is not limited to items such as awnings, vents, latticework, greenhouses, garage doors, exterior surfaces and paint and roof colors.
- B. There shall be no removal or addition of landscape plants or other vegetation from or to the Common Areas except as approved by the Architectural Committee.

## **RESTRICTIONS ON LOTS**

- A. “The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any zoning or other regulations or laws of the City of Austin, of the State of Texas, or of the United States.” (*Restrictive Covenants, Article VII, Section 1.*)
- B. “The storage of trash, ashes, or other refuse except in normal receptacles is prohibited, nor may weeds, underbrush, or other unsightly growths be permitted to grow or remain on a Lot.” (*Restrictive Covenants, Article VII, Section 5.*)
- C. All vegetation must be kept clear from fences that have been replaced by the Association. No limbs, vines, etc., shall be allowed to grow on the fences.
- D. “No signs or billboards shall be permitted on any Lot except one sign, not to exceed two feet (2’) square, may be used to advertise the sale or rental of the property.” (*Restrictive Covenants, Article VII, Section 6.*)
- E. “No trucks and no commercial-type vehicles shall be stored or parked on any Lot except while parked in a closed garage, nor parked on any street in the Property except while engaged in transporting to or from a Lot in the Property, nor may any boats of any kind nor any type of vehicle, powered or unpowered, while it is being repaired, be stored or parked on any Lot except while parked in a closed garage.” (*Restrictive Covenants, Article VII, Section 7.*) No vehicle of whatsoever type or boat, that is inoperable or undergoing or awaiting repairs or that has expired registration and/or inspection stickers, shall be stored, parked, kept or repaired on the General Common Elements or on any street in the Property or on any community parking area in the Property or on any Lot, except inside a closed garage. In the event that an owner of a truck, commercial-type vehicle, boat, automobile or other vehicle of whatsoever type shall violate these provisions, the Board, after giving reasonable written notice to the owner thereof as shown on the records of the Texas Department of Motor Vehicles, or successor

agency, may have the offending vehicle towed and stored at the offending vehicle owner's expense in accordance with State law.

Residents should use garages and driveways to park their vehicles. The additional parking areas should be used for visitors or guests. Vehicles should not be parked on the streets within the Property.

- F. "All clotheslines or drying yards, garbage cans, equipment, coolers, woodpiles or storage piles shall be located so as to not be visible from the Common Areas, any other Lot or any road or street" or by a person standing on the surface of any other Lot." (*Restrictive Covenants, Article VII, Section 8.*) This also includes greenhouses, storage facilities or sheds, pet kennels, satellite discs, hot tubs, Jacuzzis, or pools (save and except the improvements located on the General Common Elements).

### **VIOLATIONS**

Any Owner may file a grievance by following the procedure outline in Article VII, Sections 2, 3, and 4 of the Restrictive Covenants.

### **USE AND APPEARANCE OF COMMON AREAS**

- A. On garbage and trash collection days (specified by the City), place garbage in the proper containers furnished by the City. Any overflow may be put in sealed heavy duty plastic bags using pre-paid city stickers.
- B. Grass clippings and dead leaves must be placed on the curb in either a large, sealable paper bag (available from local stores) or can be put out in an old trashcan. Plastic bags cannot be used.
- C. On recycling days, (designated by the City) set clean, empty cans, glass or plastic bottles and jars, tied or bagged newspapers, paper ads, envelopes or magazines on the curb near the end of your drive, using the City's "recycle basket", as much as practical. Corrugated cardboard boxes must be disassembled, stacked and tied.
- D. Gates shall be kept closed, and fences kept uncluttered. Barbecue grills and supplies, firewood, and other personal property shall not be stored in public view.
- E. Toys, tricycles, or bicycles shall not be left in Common Areas, including driveways.
- F. Garage doors are to be kept closed except when leaving or entering the garage or when working in or about the area.
- G. Homeowners and occupants are responsible for the actions of their pets. Pets must be handled in accordance with regulations of the City of Austin which specify that dogs must be kept on a leash or be under voice control when in a public area (which includes the Common Area). No pet shall be allowed to interfere with the privacy of another resident. Dogs should not be allowed to commit a nuisance anywhere in the Common Area. The person who owns or walks the dog must pick up any droppings, and dispose of the same at his or her residence. It shall be unlawful for any person to keep or harbor any dog that makes frequent or long continued noise that is disturbing to persons in the neighborhood who have normal nervous sensibilities. (*Reference from the City of Austin, Texas Code of*

*Ordinances, Volume 1, 3-3-6.*) If one or more residents have a complaint concerning a dog or dogs of another resident, these residents should get together and try to work out a satisfactory solution. If a satisfactory solution cannot be worked out then the parties will begin the grievance process. If any animal presents a threat to others or repeatedly violates the Rules and Regulations, the Board of Directors may require removal of that animal.

#### **ENFORCEMENT**

- A. The Rules and Regulations will be enforced by the Board of Directors or its designated representatives. If an owner, family, tenants, or guests violate the Rules and Regulations, Bylaws, or Restrictive Covenants of the Association, the owner shall be responsible for corrective legal action and the cost thereof.
- B. The Board of Directors may evict a very problematic tenant for violations of the Rules and Regulations, Bylaws, or Restrictive Covenants of the Association.

#### **SECURITY, SAFETY, AND LIGHTING**

- A. Neither the Association nor the Management Company provides or warrants security. Owners, tenants, and guests are responsible for their own security. Owners are requested to install peepholes and keyless deadbolts on metal or wood entry doors, and a security bar and pin lock on each sliding glass door. Owners, who are landlords, are required by the landlord/tenant statues to install the above security devices. The Landlord/tenant statues also require that keyed deadbolts and doorknob lock be re-keyed at each tenant turnover. Exterior electronic and mechanical security devices may not be installed without the written approval of the Board of Directors. Owners and tenants are requested to report Common Area lighting problem or hazardous conditions immediately to the management company.
- B. The speed limit is 15 MPH on the Property.
- C. Children are not allowed to play in the parking or driveway areas unattended.
- D. Toys, tricycles, scooters, roller skates, etc. must be contained inside your home when not being used.
- E. Firearms and fireworks may not be discharged within the complex.

#### **RECREATION AREAS**

- A. Recreation facilities are for the exclusive use of residents and their guests. Trespassers will be prosecuted.
- B. Violators of Recreation Area Rules are subject to Association restriction on the use of facilities.
- C. Residents and guests use the facilities at their own risk.

#### **SWIMMING POOL RULES**

- A. Hours: Daily—6 a.m. to 10 p.m.
- B. Open May 1- October 15.



- C. Guests must be accompanied by a resident when using the pool and the number of guests at the pool at any one time is limited to five per living unit unless previously scheduled arrangements have been made with the Manager.
- D. Children under 14 years of age may not use the pool unless accompanied by an adult, in accordance with State Law.
- E. No glass containers are allowed within the fenced pool area.
- F. Pets are not allowed inside the fenced pool area.
- G. All users of the pool must be dressed in appropriate swimwear.
- H. Persons having open skin abrasions, blisters, bleeding cuts, infectious skin diseases, nasal and/or ear discharges, or any communicable disease are requested not to use the pool.
- I. Spitting, spouting of water, and blowing of nose into the pool are strictly prohibited.
- J. No rough or boisterous play, wrestling, or running shall be permitted. Everyone is expected to behave in such a manner as not to intrude upon the pleasure of other pool users.
- K. Only pneumatic floats shall be allowed in the pool, and should not interfere with the normal swimming activity of others. No balls or toys other than the soft floating kind are allowed in the pool. The throwing of Frisbees in the pool area is prohibited.
- L. Food, drink, and ashtrays are not allowed in the pool or within five feet of the pool.
- M. Homeowners/residents/guests should discard trash in containers provided.
- N. Never swim alone. This is a safety rule to be strictly enforced with respect to children under 14 years of age. It is a matter of judgment with adult homeowners, who do so at their own risk. No lifeguard is on duty.
- O. Please limit excessive use of suntan oil.
- P. Pool furniture is not permitted in the pool.
- Q. When using the bathroom facility, please make sure to dispose of paper products in the proper receptacle and maintain its cleanliness.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Oct 28, 2011 11:45 AM

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MACHADOP: \$176.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS