



**NOTICE OF DEDICATORY INSTRUMENTS**

**Declaration of Covenants, Conditions and Restrictions:** Recorded at Volume 6816, Page 1241, Deed Records,, Travis County, Texas, and as amended. 23

**Association:** Alta Vista Homeowners' Association, Inc.

**Subdivision Name:** Alta Vista

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, attached as **Exhibit B**;
3. Records Production Policy, attached as **Exhibit C**;
4. Records Retention Policy, attached as **Exhibit D**;
5. Rules Relating to Certain Installations, attached as **Exhibit E**;
6. Bylaws, attached as **Exhibit F**.

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 Secretary, P.O. Box 28792, Austin, Texas 78755, or the successor managing agent shown in the most recent management certificate recorded in the County property records.

EXECUTED this 20 day of December, 2012.

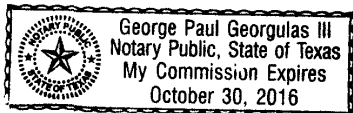
ALTA VISTA HOMEOWNERS' ASSOCIATION,  
INC.

By:   
Printed Name: L. Ray Carry  
Title: Chairman of the Board

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 20 day of DEC, 2012, by L. Ray Carry, the Chairman of the Board of Alta Vista Homeowners' Association, Inc., on behalf of said corporation.



A handwritten signature in black ink, appearing to be "G. Georgulas III", written over a horizontal line.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING RETURN TO:**

Arnold & Associates, PC  
406 Sterzing St.  
Austin, Texas 78704

## Exhibit A

### COLLECTIONS POLICY

Alta Vista Homeowners' Association, Inc.

January 1, 2013

The Association's Board of Directors adopts this collections policy.

1. **Due Date:** Regular assessments are due in advance on the first day of each month. Insurance assessments are charged in three monthly installments, each installment being due on the first day of the month. Non-receipt of a statement or invoice is not a defense to payment of assessments or other charges. An owner who does not receive a statement/invoice is responsible for contacting the Association to advise of non-receipt and confirm that the Association has the owner's current contact information.
2. **Late Fee:** If payment is not received by the 30<sup>th</sup> day of the month, the assessment shall be deemed delinquent, and will incur a late fee. The late fee is \$15.00, and will continue to be imposed monthly as long as the account reflects an outstanding balance due (including when a payment is dishonored or reversed). 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) collection lawsuit; (e) foreclosure. If the Association has a managing agent, the agent is authorized to initiate all steps without prior consultation with the Board, except for filing suit and foreclosure. Litigation and 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 (if any) are in attendance.
4. **Payment Plan Offer:** When (a) an account is delinquent by at least three (3) months or (b) the amount owed exceeds \$500.00, 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 authorizes the managing agent (if any) and the Association's attorney (who each may act without the joinder of the other) 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 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 acting through either the Board of Directors or the managing agent.

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 discretionary and 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. 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 promptly reimburse to the Association all legally allowable collection costs and attorney's fees.**
9. **NSF Fees:** **A fee of up to \$35 will be levied for each returned check or rejected payment.** 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 for non-assessment related violations
  - d. late fees
  - e. delinquent assessments
  - f. current assessments
  - g. 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 Alta Vista Homeowners' Association, Inc. January 1, 2013

These payment plan guidelines are adopted by the Association's Board of Directors 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 to an eligible owner prior to the Association sending the matter to an attorney for collection. As a general rule, this will occur when the account balance exceeds \$500.00 or is more than three (3) months delinquent; but the Board or managing agent (if any) may vary this time frame in their 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 and other amounts due the Association 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. **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 Association'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 (if any) and the Association's attorney (who 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 of the plan agreement 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 \$35 for preparing the plan agreement.** 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.** Any payment that is dishonored or reversed 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 or agent 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 to the owner of default under a payment plan. 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 \$35) 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 of a plan offered by the Association 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 or the right to receive the same terms as another owner. No owner has a right to demand a plan that differs from the parameters set forth in these guidelines.

11. Temporary Relief

Payment plans are 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 members 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 statutory requirements.

## Exhibit C

### RECORDS PRODUCTION POLICY Alta Vista Homeowners' Association, Inc. January 1, 2013

This records production policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 209.005 (the Statute).

#### 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 retrieving, compiling, and producing all records based on the rates set forth in d - g below. The Association will charge for reproduction if copies are requested based on the rates set forth below. Those charges shall be the maximum amount allowed by the Statute. At the time this policy is adopted, the allowable rates of charge are:

- a. Paper copies - 10¢ per regular page, 50¢ per oversize pages
- b. CD - \$1 per disc
- c. DVD - \$3 per disc
- d. Labor charge for requests of more than 50 pages - \$15 per hour
- e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
- f. Document retrieval charges from off-site storage – actual cost
- g. Postage and materials – 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 as an assessment 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, such as attorney-client communications and attorney work product

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 Alta Vista Homeowners' Association, Inc. January 1, 2013

This records retention policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 209.005.

#### 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 CERTAIN INSTALLATIONS

Alta Vista Homeowners' Association, Inc.

January 1, 2013

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

These rules apply to Installations (defined below) addressed in Texas Property Code Chapter 202 (**Chapter 202**). These rules adopt all conditions and limitations on Installations that Chapter 202 allows the Association to adopt. Installations that do not comply with these rules are prohibited.

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, and satellite dishes and antennas (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/unit and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must (i) be located at the rear of the residence or other location not visible from the street, other lot/unit, or common area, (ii) be adequately shielded from view by fencing, foliage, or other means approved by the Association, and (iii) have storage tanks of a reasonable size, as determined by the Board of Directors in its discretion. These requirements shall be applied in such a way that the system is economically possible and technically feasible for single family residential use.

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 or 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 designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles,

or provide solar generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the Association's discretion.

7. Religious Items

Exterior display of religious item(s) is permitted only at the entry door. In addition, (a) the display must be motivated by the resident's sincere religious belief and (b) the Installation shall 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.

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. The Association may require that flags be displayed in accordance with any or all of the provisions of 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 to the Association for approval.

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 must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or 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, fittings, or flag; the noise should not be discernable more than 25 feet from the flagpole.

10. Satellite Dishes and Antennas

a. Exterior devices designed to receive or transmit over-the-air signals should be placed in the least conspicuous location on the lot where an acceptable quality broadcast signal can be obtained. Usually, that means that the device should be located to the rear of the main residence. The device should be screened from view of other lots and subdivision streets to the maximum extent possible, without (i) precluding reception of an acceptable quality signal or (ii) unreasonably increasing the cost of installing, maintaining, or using the device.

b. A reasonable time in advance of the proposed installation or relocation of such an exterior device, the Owner shall give written notice to the Association detailing the type of device, size, installed height, intended location, and type of screening to be used.

c. If the Association believes that the proposed installation/relocation complies with this Rule, no further action by the Owner or Association is necessary. If the Association believes that the proposed installation/relocation does not comply with this Rule, the Association shall promptly advise the Owner of the reason for non-compliance.

d. Notwithstanding the foregoing, satellite dishes that are more than one meter in diameter, and antennas that extend more than 12' above the roof line, are prohibited.

## Exhibit F

BY-LAWS  
OF  
ALTA VISTA, INC.

### ARTICLE I

Section 1.1 Name. The name of this Association of homeowners, organized as a non-profit corporation, is ALTA VISTA, INC., hereinafter called "Association".

Section 1.2 Registered Office and Agent. The Association shall have, and continuously maintain, a registered office and a registered agent whose office is identical with the registered office of the Association, as required by the Texas Non-Profit Corporation Act. Both the registered office and the registered Agent may be changed from time to time by the Board of Directors.

Section 1.3 Principal Office. The principal office of the Association, which shall always be identical with its registered office, shall be at 4206 Steck Avenue, Austin, Texas 78759.

### ARTICLE II

#### Definitions

Section 2.1 "Association" shall mean and refer to Alta Vista, Inc. (a/k/a Alta Vista Homeowner's Association), a Texas Corporation, its successors and assigns.

Section 2.2 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of Alta Vista P.U.D. in the Great Hills according to the map or plat thereof, recorded in Book , Page , Plat Records of Travis County, Texas, and all improvements thereon situated, expressly excluding Lot 24.

Section 2.3 "Common Area" shall mean all real property, and improvements thereto, identified as Lot 24 of said subdivision map and such other area as may be acquired by the Association and set aside for the use, convenience or enjoyment of the Owners of the lots, and shall include all park and playground and recreational areas, landscaped areas, walkways, streets and parking areas.

Section 2.4 "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the aforesaid recorded subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Restrictions applicable to the Alta Vista P.U.D. in the Great Hills recorded in the Deed Records of Travis County, Texas.

Section 2.6 "Member" shall mean and refer to those persons entitled to membership as provided in Article IV of the Declaration.

### ARTICLE III

#### Powers and Meetings of Members

Section 3.1 Powers of Members. Supreme power to direct the affairs of the Association resides in its Members. The will of a majority of 51% of the Members present and voting, in person or by proxy, shall prevail in all cases where more than a majority is not expressly required by these By-Laws.

Section 3.2 Annual Meetings. Annual meetings of Members shall be held at 4206 Steck Avenue, Austin, Texas at 7:30 p.m. on October 15 of each year; provided, however, if such date is a legal holiday, the annual meeting shall be held on the next day thereafter which is not a legal holiday. No prior notice of annual meetings shall be required.



legal holiday, the annual meeting shall be held on the next day thereafter which is not a legal holiday. No prior notice of annual meetings shall be required.

Section 3.3 Special Meetings. Special meetings of the Members may be called by the Chairman of the Board of Directors, by a majority of the Board, or by at least nineteen (19) Members who are not delinquent in the payment of any assessments. It shall be sufficient if one of those forming part of the Members desirous of a special meeting shall request same in writing and deliver the written request to any Director of the Association; provided, however, that the request shall affirm, by their respective signatures thereon, that at least nineteen (19) Members desire that a meeting be called and that the petitioner is authorized to act in their behalf. Unless otherwise waived in writing by all Members, special meetings shall be held at 4206 Steck Avenue, Austin, Texas 78759. Notice of such special meetings shall be given not less than 3 days and not more than 30 days prior to the meeting date, either personally or by mail, specifying the day and hour of the meeting and the purpose or purposes for which called.

Section 3.4 Quorum. At all meetings of Members, Members having not less than 33% of the votes entitled to be cast, whether present in person or by proxy, shall constitute a quorum. A number less than a quorum may adjourn or recess until a quorum is obtained.

Section 3.5 Proxies. Members may vote at any annual or special meetings either in person or by written proxy. Proxies must be filed with the Secretary, or in his absence, with any Director of the Association, before voting. Such proxy shall be valid to the extent as provided therein, except that every proxy shall be revocable and shall automatically be null and void whenever the Member represented thereby shall cease to be entitled to cast such vote in person. Candidates for election as Directors of the Association may not solicit or vote proxies for the election of any such officer positions. No Member may solicit or vote more than three proxy ballots in any election on behalf of other Members.

Section 3.6 Presiding Officer. At all meetings of Members, the Chairman of the Board of Directors, or, if absent, the Vice Chairman, or, in the absence of both, a Member chosen at that time by the Members, shall preside.

#### ARTICLE IV

##### Powers and Duties of the Board of Directors

Section 4.1 Board Powers. The business and affairs of the Association shall be managed exclusively by and through its Board of Directors who may exercise all such powers of the Association and do all such lawful acts as are not by statute or by the Articles of Incorporation, the Declaration of Restrictions, or by these By-Laws directed to be exercised by or reserved for the Members.

Section 4.2 Specific Powers. The Board of Directors shall have the power to, inter-alia:

- (A) Adopt and publish rules and regulations governing the use of the Common Area and facilities thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (B) Declare the office of a member of the Board of Directors to be vacant in the event such Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (C) Employ a manager, an independent contractor, and/or such employees as deemed necessary, and to prescribe their duties; and
- (D) Without limitation, exercise for the Association all powers, duties and authority vested in or delegated to this Association by these By-Laws, the Articles of Incorporation, and/or the Declaration of Restrictions, not otherwise therein reserved to the Members.

Section 4.3 Duties. It shall be the duty of the Board of Directors to:

- (A) Cause to be kept a complete record of all its acts and corporate affairs.
- (B) Supervise all officers, agents and employees of this Association to see that their duties are properly performed;
- (C) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge or fee may be established and collected for the issuance of such certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (D) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (E) Cause all officers and employees having fiscal responsibility to be bonded, as it may deem appropriate;
- (F) Cause to be established and maintained a bookkeeping system which shall reflect, in the detail deemed appropriate, the true financial status of the Association;
- (G) Cause to be prepared and filed with the appropriate taxing authorities all reports and returns as may be, from time to time, required by law and to cause such taxes as may be hereafter imposed upon this Association and/or its property to be paid;
- (H) Cause to be prepared an annual budget upon which proposed expenditures are to be based; and
- (I) Without limitation, perform for the Association all duties vested in or delegated to this Association by these By-Laws, the Articles of Incorporation, and/or the Declaration of Restrictions.

#### ARTICLE V

##### Selection and Term of the Board of Directors

Section 5.1 Number of Directors. The Board of Directors shall consist of five (5) members. Within the limits fixed by the Articles of Incorporation, this number may be increased or decreased by amendment to these By-Laws. When the number is decreased each director shall serve until his term expires. All members of the Board must be Members of the Association.

Section 5.2 Term of Office. Members of the Board shall be elected to serve terms of one (1) year each.

Section 5.3 Removal. Any member of the Board (also referred to herein as "Director") may be removed from the Board, with or without cause by a unanimous vote of the remaining Directors, or by a vote of the Members at a special meeting called for that purpose.

Section 5.4 Compensation. Members of the Board of Directors shall serve without compensation. This provision, however, should not be construed to prohibit reimbursement of actual expenses incurred in the performance of official duties.

Section 5.5 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting, by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI

### Nomination and Election of Directors

Section 6.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6.2 Election. All members of the Board shall be elected by secret written ballot by the members of the Association, except that vacancies on the Board may be filled in the manner hereinafter provided.

Section 6.3 Vacancies on the Board. All vacancies on the Board of Directors shall be filled by a majority vote of the remaining Directors even though the Directors remaining constitute less than a quorum. Each such new Director shall hold office until the next annual or special meeting called for the purpose of electing Directors. A vacancy created by an increase in the number of Directors shall be filled at the next meeting of the Members, or at a special meeting called for that purpose. Each such Director shall be eligible for re-election as in the case of any other Director.

## ARTICLE VII

### Meetings of Directors

Section 7.1 Regular Meetings. Unless all Directors waive this requirement, annual meetings of the Board of Directors shall be held immediately after the annual meeting of Members and at the same place. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 7.2 Special Meetings. Special meetings of the Board may be called at the request of the Chairman, the Vice-Chairman, or any two members of the Board. Special meetings shall require at least two (2) days notice unless waived by all Directors. Unless otherwise agreed in writing by all directors, such Special Meetings shall be held at 4206 Steck Avenue, Austin, Texas 78759.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board. A number less than a quorum may adjourn or recess until a quorum is obtained.

Section 7.4 Proxy vote at Board Meetings. A Director may cast a ballot in person or by proxy executed in writing and delivered to the Secretary, or in the latter's absence, to an acting Secretary prior to the vote.

## ARTICLE VIII

### Officers and Their Duties

Section 8.1 Enumeration of Offices. The officers of the Association shall be a Chairman and Vice-Chairman of the Board, a Secretary, and a Treasurer, and such other officers as the Directors may consider necessary to appoint.

Section 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the Chairman, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve until the next annual meeting or a special meeting called for the purpose of electing officers.

Section 8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

- (A) Chairman of the Board. The Chairman of the Board of Directors shall be the Chief Executive Officer of the Association and, in addition to presiding over all meetings of Members and of the Board, shall exercise general control of the affairs of the Association; see that decisions of Members and of the Board are promptly carried out; attempt to anticipate problems that may arise and propose solutions to them; sign such documents on behalf of the Association that are within the powers of the office to execute; co-sign all checks over \$100.00; and delegate to other officers of the Association such authority as deemed expedient.
- (B) Vice-Chairman. The Vice-Chairman shall act in the place and stead of the Chairman in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (C) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (D) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; sign all checks of the Association, and such other documents as determined by the Board and with the safeguards determined by the Board; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Committees

The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws, and any other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Records on file shall include, but not be limited to, copies of the Declaration, Articles of Incorporation and By-Laws in both their original and amended forms; all minutes of meetings of Members and of the Directors; all insurance policies and correspondence relating thereto; all tax returns and other tax data; all memoranda and other papers relating to studies of particular problems and the decisions made concerning them; all written opinions of counselors at law; all reports of auditors and accountants; and all other written data bearing on the management of Association affairs. These files and records shall be made available for inspection by Members as set forth in the preceding paragraph, but they may not be removed by Members or any one else from the principal office of the Association. All records shall be under control of the Secretary except for financial records which shall be under the Treasurer's control.

ARTICLE XI

Assessments

Provisions with regard to assessments, the liens securing same, their purpose, basis, etc. are fully set forth in the Declaration and such provisions are hereby adopted as a part of these By-Laws by reference as though fully set forth herein word for word.

ARTICLE XII

Proscribed Activities

No Director, officer, or any other person acting on behalf of the Association shall take any action which is prohibited by Section 501 (c) (4) of the Internal Revenue Code and its regulations as they now exist or as may hereafter be amended; or which is proscribed by any other law.

ARTICLE XIII

Ownership of Homes

Section 13.1 Rights of Ownership. Members own, in fee simple, the lots, and the structures on them, to which they have individually acquired title. Subject to the terms and conditions in their title papers, in the Declaration of Restrictions, the Articles of Incorporation, and in these By-Laws, they have all the rights which attach to such ownership.

Section 13.2 Payment of Taxes. Each Owner of a Lot shall be responsible for all the taxes levied against said Lot and the improvements thereon, and the Association shall not be liable for same.

Section 13.3 Payment of Insurance. Each Owner of a Lot shall be responsible for carrying insurance coverage to protect themselves, their home and its contents from claims and damage; and the Association shall not be liable for these costs or the determination of such protection.

#### ARTICLE XIV

##### Amendments

Section 14.1 Amendment. These By-Laws may be amended or repealed by a 67% majority vote of the Members present and voting, in person or by proxy, at any regular or special meeting of the membership; provided, however, that written notice of the particulars in which it is proposed to make amendments shall be mailed or delivered to all Members at least ten (10) days in advance of the meeting at which amendments are to be proposed.

Section 14.2 Repeal. Upon the adoption by Members of this Association of a new set of By-Laws, previous By-Laws shall be repealed and thereafter have no effect.

Section 14.3 Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XV

##### Indemnification

Section 15.1 Indemnification. The Association shall indemnify and hold harmless each person now or hereafter serving as a Director or officer of the Association from and against any and all liabilities and counsel fees, costs and legal and other expenses (including, without limitation, fines, penalties, judgments and amounts paid in settlement) reasonably incurred by or imposed on them in connection with or resulting from (i) any claim, action, suit, or proceeding, whether civil, criminal or administrative, or any appeal therein, in which they may be threatened, as a party or otherwise, by reason of their now or hereafter being or having been a Director or officer of the Association or by reason of their alleged acts or omissions as a Director or officer as aforesaid, whether or not they continue to be such at the time such liabilities, fees, costs or expenses shall have been incurred, and (ii) any action, suit or proceeding, or any appeal therein, brought by them to recover the indemnity provided for by this Article XV. Provided, however, that no such person as aforesaid shall be entitled to claim such indemnity with respect to any matter in which they have committed or allowed such act or admission by reason of fraud or gross negligence.

Section 15.2 Other Rights. The right of indemnification provided for by this Article XV shall not be deemed exclusive of any other rights to which any Director or officer as aforesaid may otherwise be entitled, nor shall this Article XV be deemed to exclude or limit any power that the Association may lawfully exercise to provide any additional or other indemnity or right for any Director, officer or other person.

#### ARTICLE XVI

##### Miscellaneous

Section 16.1 Fiscal Year. The fiscal year of the Association shall end on the 30th day of September in each year.

Section 16.2 Invalidity. If any part of these By-Laws, as written or as subsequently amended in accordance with Article XIV hereof, shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

Section 16.3 Conflicts of Interest. If any Director has a personal interest, direct or indirect, financial or otherwise, in any decision pending before the Board of Directors; the Director shall not vote or otherwise participate in the consideration of the matter but shall disclose to the Board the nature and extent of such interest which shall be recorded in the official minutes of the Board. The term "personal interest" as used in this paragraph shall not be construed to include a Director's ownership interest in a Lot and improvements thereon.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Dec 27, 2012 09:33 AM

2012218087

GONZALESM: \$104.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

**Recorders Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.