

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS
OF
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

Document reference. Reference is hereby made to that certain Amended Declaration of Covenants, Conditions and Restrictions, Summerwood Homeowners' Association of Austin, filed at Vol. 5148, Pg. 622 in the Deed Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Summerwood Homeowners' Association of Austin, Inc. Resolution Regarding Exterior Maintenance, filed as Document No. 2005075173 in the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Summerwood Homeowners' Association of Austin, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Bylaws Article VIII Section 1(a) and/or State law; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to amend and supplement the Rules;

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendment contained herein, the Rules remain in full force and effect

SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

Acting by and through its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

Gary Briscoe

GARY BRISCOE

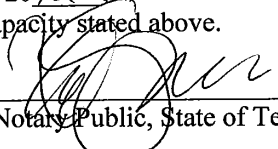
President

Exhibit "A": Additional Rules

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was executed before me on the 23rd day of March, 2012,
Gary E. Brusca in the capacity stated above.



Notary Public, State of Texas



EXHIBIT "A"

Summary of Summerwood (SHOA) Rules

The SHOA Board adopted a codification of rules adopted by prior Boards, as required by changes in Texas law. These rules are the official rules of the Association and replace prior Board actions, other than the Resolution Regarding Exterior Maintenance (Document No. 2005075173). The Summerwood Covenants and ByLaws have many provisions covering uses and restrictions. Only those Provisions that have been amplified or interpreted by the Board as Rules are included herein. Also contained herein are new rules that were approved by the Board in 2012, to bring our Rules into compliance with Texas law.

TABLE OF CONTENTS:

- I. Rules Concerning Property
 - 1. Pets.
 - 2. Satellite Dishes
- II. Rules Concerning Use of the Common Area
 - 1. Clubhouse
 - 2. Pool and tennis court
 - 3. Pets
 - 4. Common Area, no trash, firewood, etc.
 - 5. Water faucets
 - 6. Grounds workers, no interference with
- III. Rule Concerning Assessments and Finances
 - 1. Ratio between townhomes and free-standing homes
 - 2. Bank accounts
 - 3. Late fees
- IV. Additional rules
 - Concerning property:
 - 1. (A) Flags and solar energy devices
 - (B) Rain barrels and rainwater harvesting devices
 - (C) Religious displays
 - Concerning governance
 - 2. (A) Email addresses
 - (B) Voting
 - Concerning association records
 - 3. (A) Record retention
 - (B) Resale certificates required for all transfers
 - (C) Governing documents posted on web
 - (D) Record production
 - (E) Payment plans
 - (F) Transfer fees

I. Rules Concerning Property:

1. Reasonable number of house or yard pets; no nuisance. (Art. IX, Sec. 4) All such animals and birds shall be confined within the premises of the owner except when accompanied by the owner. (Board)

2. Satellite Dishes.

A. **General.** Satellite dish antennas with a diameter of one meter (39.37 inches) or less used to receive video (or other antennas whose installation is protected under Federal law or regulations) may be installed outside a home without prior approval from the Board or ARC, so long as the antenna is installed at the location with the highest placement priority (see Placement Acceptability Lists in paragraphs 2 and 3 below, as appropriate) that affords a viable signal and will not result in an unreasonable expense.

B. **Placement Acceptability List: Interior Lots.** The prioritized placement acceptability list for homes on interior lots is as follows:

- 1) Rear Yard Fascia.** Anywhere on the roofline fascia that faces the rear of the lot.
- 2) Lower Rear Portion of Roof.** On the portion of the roof that slopes toward the rear of the lot and within 15 feet of the rear roofline.
- 3) Side Yard Fascia (as far back as possible).** On the roofline fascia facing either side of the lot, except that *the mounting location must be as close to the rear roofline as possible* while still permitting adequate signal strength.
- 4) Roof (as hidden as possible).** Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot* while still permitting adequate signal strength.
- 5) Ground Mounted & Screened.** Ground-mount on the lot in an area that is not visible from the street, is wholly contained on the home owner's lot, and is appropriately screened from view.
- 6) Any Other Lot Location.** Any other location on the home or lot.

C. **Placement Acceptability List: Corner Lots.** The prioritized placement acceptability list for homes on corner lots is as follows:

- 1) Rear Yard Fascia (away from side street).** On the roofline fascia that faces the rear of the lot *and* within 15 feet of the side of the home that does not face to a street.
- 2) Lower Rear Portion of Roof (away from side street).** On the portion of the roof that slopes toward the rear of the lot, within 15 feet of the rear roofline, *and* within 15 feet of the side of the home that does not face to a street.

- 3) **Side Yard Fascia (away from side street; as far back as possible).** On the roofline fascia facing the side of the lot that does not face a street, except that the mounting location *must be as close to the rear roofline as possible* while still permitting adequate signal strength.
- 4) **Roof (as hidden as possible).** Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot and the side of the lot that faces the street* while still permitting adequate signal strength.
- 5) **Ground Mounted & Screened.** Ground-mount on the lot in an area that is not visible from a street, is wholly contained on the home owner's lot, and is appropriately screened from view.
- 6) **Any Other Lot Location.** Any other location on the home or lot.

D. Application, Replacements. This rule applies prospectively from the date of adoption of these rules, but the owner of any antenna or dish installed prior to the adoption of this rule is requested to comply with this rule voluntarily for the benefit of the neighborhood. Replacement antennas or dishes (replacements of an antenna or dish installed prior to adoption of these rules) are *not* "grandfathered" and must comply with these rules. After the date of adoption of this rule, should an owner fail to install an antenna or dish according to the highest priority location noted above, upon request of the association, an owner must provide confirmation from an industry professional reasonably acceptable to the association that placement of the antenna at the location(s) higher on the priority list would have precluded a quality/viable signal or would have unreasonably increased the cost of installation. If evidence indicates that a quality/viable signal is achievable at a higher priority location, and the initial installation of the antenna or dish at this location would not have unreasonably increased the cost of installation over and above the cost of installation at its location, the owner must at the owner's expense move the dish or antenna to the highest priority location at which a quality/viable signal is achievable.

3. No RVs or boats or cars under repair where visible. (Art. IX, Sec 7)

No trailers, boats, motor homes, etc., may be kept in Summerwood except for temporary, overnight parking. In no event may such items be present on more than four days in any one month. They must be parked in the resident's driveway. Personal autos of residents or overnight guests must be parked in garages or driveways, not on the streets or in the guest parking areas. Parked vehicles should never interfere with access to the mailbox or garbage cans.

4. No visible garbage cans except on collection days. (Art. IX, Sec. 10)

Garbage cans should not be placed on the curb earlier than dusk of the day preceding collection and should be removed immediately after collection. (Board)

5. Garage and estate sales are not permitted. (Board, Jan. 24, 2008)

6. The Owner, not the Association, is responsible for maintenance and repair of the following:

- a. All the items excluded from Association maintenance in Declaration Art. VI, Sec. 2.
- b. Decks (Board, Feb. 22, 2001)
- c. Skylights (Board, Nov. 21, 2002)
- d. Garage door openers
- e. Insect or bug extermination
- f. Sidewalk repairs inside the fences. (Board, Aug. 18, 1998)
- g. Sidewalk repairs outside the front gate where damage or deterioration was caused from conditions inside the gate. (Board, Aug. 16, 1988)
- h. Expense to cut driveways so garage doors will fit properly, if required. (Board, Sept. 28, 2000)

7. Homes may be leased, but the lease must be for a minimum period of six months. (Art. IX, Sec. 1). A copy of the lease must be on file with the Association before occupancy by the tenant. (Board)

II. Rules Concerning Use of the Common Area

1. The use of the Clubhouse for commercial purposes is prohibited. (Board, Feb. 13, 1979). The Clubhouse is available for private parties. A usage fee and damage deposit are required. Users are to leave the Clubhouse clean, return furniture to its original position, turn heat or AC off, and remove all trash. The damage deposit may be refunded after inspection. (Board)

2. Rules concerning use of the pools and tennis courts are printed on posted signs. Use is restricted to owners and their guests. No professional lessons may be given on the courts, unless the pupil is a Summerwood resident. Pool gates must be kept locked at all times. All residents are issued a pool key. Purchase or replacement of lost keys costs \$30.00. (Board, July 27, 2000)

3. Pet owners are to obey the City of Austin leash laws, and are to remove pet excrement when and where dropped. (Board)

4. The Common Area is not to be used as a place to dump yard waste or trash of any kind. Firewood may not be stored in the Common Area. (Board)

5. Water faucets in the front of homes are part of the Common Area and may not be used for personal purposes. (Board)

6. Grounds workers are supervised by the chair of the Grounds Committee and the Property Manager and members can make suggestions or complaints. Members are asked to not make suggestions or complaints directly to grounds workers. (Board)

III. Rules Concerning Assessments and Finances

1. A ratio of 1:1.4 ratio between townhomes and free-standing homes is established for SHOA's Exterior Maintenance assessment. (Board Oct. 28, 1999)
2. The Managing Agent will be solely responsible for managing all Association bank accounts. These are under the direction of the SHOA Finance Committee. (Board, Sept. 27, 2005).
3. The Association may charge a fee for late or non-payment of assessments. This fee in the discretion of the Board may be retained by the Managing Agent as part of such Agent's compensation package. (Board, Aug. 28, 2003)

IV. New rules approved by the Board¹

1. Rules Concerning Property:

A. Flags And Solar Energy Devices. An Owner may not display flags or install solar energy devices or related improvements on any property, including but not limited to exterior wall surfaces, balconies, terraces, patios, roofs, grounds, yards, and gardens, without the prior approval of the Association's Environmental Control Committee (the "ECC"). Such approval may be granted, withheld, or granted with conditions, in the sole discretion of the ECC. The ECC may take into consideration all factors, including materials, location, potential nuisance issues for neighbors, aesthetics, color, and all other considerations.

B. Rain Barrels And Rainwater Harvesting Systems.

1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
 - a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Board/ACC. Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet

¹ These changes are being made to comply with and/or to reflect statutory changes made by the 2011 Texas Legislature.

and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

C. Religious Displays

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. Prohibited Items. No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole

discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

2. Governance of the association:

A. Email Addresses.

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

B. Voting.

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.
3. Ballots; voting authority. Notwithstanding any other language to the contrary in other governing documents, except for votes for uncontested elections, which may

be taken be acclamation, all ballots must be in writing and signed, per state law (passed in 2011). Notwithstanding any other language to the contrary in other governing documents, no owner may be denied the ability to vote in an association-wide vote or run for a position on the board due to lack of good standing with the association (per state law, passed in 2011).

3. Governing Documents and Other Records

A. Record Retention.

1. **Effective Date.** Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section relating to record retention is January 1, 2012.
2. **Conflict with Other Provisions.** Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. **Record Retention.** The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. **Other Records.** Records not listed above may be maintained or discarded in the Association's sole discretion.
5. The Property manager, archivist, and secretary are responsible for the retention of all documents.

B. Prior to the purchase of any property in SHOA, owners must provide a resale certificate pursuant to Texas Property Code Chapter 207 to any potential buyer. The certificate must be issued by the association's managing agent.

C. All governing documents will be posted on the web² and these documents shall be accessible only by SHOA members.

² SHOA currently uses a G Mail account, which gives SHOA members access to governing documents and SHOA minutes after 2010. The username and password is available on request.

D. Record Production.

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. 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.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - 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. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

E. Payment Plans

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see Rule (3) below*) *only* if:
 - a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
 - b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and

- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
- b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
- c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
- d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of six percent (6%) per annum, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
- e. Contact information. The Owner will provide relevant contact information and keep same updated.

- f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
 - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
 5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).
 6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
 7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

F. Transfer Fees

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Summerwood:RulesAmendPer2011LawandRedline2-12rev.doc



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 10 2012 10:04 AM

FEE: \$ 76.00 2012054996