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NOTICE OF DEDICATORY INSTRUMENTS

Declaration of Covenants, Conditions and Restrictions: Recorded at Volume 8501, Page 0006, Real Property Records, Travis County, Texas, and as thereafter amended.

Association: Northcat Villas Homeowners Association, Inc.

Subdivision Name: Northcat Villas

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. Enforcement Policy, attached as **Exhibit E**
6. Rules Relating to Certain Installations, attached as **Exhibit F**
7. Rules and Regulations, attached as **Exhibit G**;
8. Bylaws, attached as **Exhibit H**.

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, PS Property Management Co., Inc., P.O. Box 7079, Round Rock, Texas 78683-7079, or the successor managing agent shown in the most recent management certificate recorded in the County property records.

EXECUTED this 2nd day of January, 2013.

NORTHCAT VILLAS HOMEOWNERS
ASSOCIATION, INC.

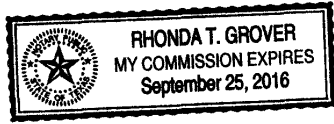
By:

PATRICE ARNOLD, Attorney in Fact

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 2nd day of January, 2013, by Patrice Arnold, Attorney in Fact for Northcat Villas Homeowners Association, Inc. on behalf of said corporation.



Rhonda T. Grover

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 Northcat Villas Homeowners Association, Inc. January 4, 2013

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

1. **Due Date:** Assessments are due in advance on the first day of each 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 15th day of the month, the assessment shall be deemed delinquent, and will incur a late fee of \$25. The late fee will continue to be imposed monthly 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) collection lawsuit; (e) foreclosure. The Board authorizes the managing agent 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 are in attendance.
4. **Payment Plan Offer:** When (a) an account is delinquent by at least 3 months or (b) the amount owed exceeds \$609, 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 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 \$30 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 Northcat Villas Homeowners Association, Inc. January 4, 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 \$609 or is more than 3 months delinquent; but the Board or managing agent 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 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**, 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. 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 Northcat Villas Homeowners Association, Inc. January 4, 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 Northcat Villas Homeowners Association, Inc. January 4, 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

ENFORCEMENT POLICY Northcat Villas Homeowners Association, Inc. January 4, 2013

The Board of Directors adopts the following policy for addressing violations of the governing documents:

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 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; and
 - e. 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 \$30 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 6 months will be higher than for the previous violation(s), as shown on the fine schedule.
7. Fine Period. As a general rule, fines for a discrete 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.
8. Exceptions. 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. 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, or recurs within 6 months, 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 (including transmission via email) 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. The Association shall notify the owner of the levied fine within 30 days of imposition of a fine. This notice need not be sent by certified mail.
6. Payment. Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
7. Exemptions. 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. The standard fine schedule appears below. The Board reserves the right to deviate from the schedule, if it deems (in its sole and complete discretion) a different amount is appropriate. If the Board departs from the fine schedule, it must notify the owner of the amount of the proposed fine at least thirty days prior to imposition of the fine.

1 st Offense	\$25
2 nd Offense	\$50
3 rd Offense	\$100

Exhibit F

RULES RELATING TO CERTAIN INSTALLATIONS

Northcat Villas Homeowners Association, Inc.

January 4, 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 G

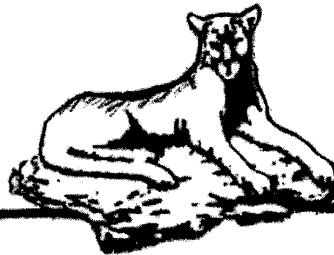
North Cat



HOMEOWNERS ASSOCIATION INCORPORATED

RULES AND REGULATIONS FOR
ALL HOMEOWNERS AND
RESIDENTS
2011

Adopted by the Board of Directors
November 10, 1999



The following rules and regulations are applicable to all homeowners and their families, tenants, and guests. All non-resident homeowners are responsible for the proper conduct of their occupants and for the distribution of these rules and regulations to said occupants. These rules are in compliance with the Bylaws and Declaration of North Cat Villas Homeowners Association and by no means delete or change the rules and intent of the Bylaws and Declaration. These rules and regulations are not meant to be all-inclusive, but are designed to simplify and specify those situations that most frequently arise.

The guiding principle for all activities in North Cat Villas is to consider the welfare and rights of our fellow homeowners. Each owner, having a vested interest in maintaining a desirable living environment, is encouraged to abide by and to call friendly attention to these rules and regulations to observed violators.

GENERAL RULES

1. Trash containers shall be stored in garages except on the days of collection. Containers should be returned to storage on pick-up day.
2. Residents who engage in activities or actions which require additional maintenance or care to their surroundings or the common area or Association-maintained area will be required to pay for such services.
3. A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used to advertise property, is permitted.
4. No activity shall be conducted on the property which, in the judgment of the Board of Directors, might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property as a residential neighborhood.
5. While in the North Cat Villas community, no person may violate any criminal laws, health codes, or other applicable laws.
6. The Association does not provide security for the residents. Owners are encouraged to provide thumb-latch deadbolts on entry doors, security latches for sliding glass doors and other security devices for the protection of residents while inside a home.
7. There shall be no tampering with water, lighting, sprinklers, pool equipment, trees, shrubs, or other common elements.
8. No garage or yard sales are permitted.

GARAGES, VEHICLES, AND PARKING

1. All garage doors shall remain closed, except when required to be opened for entry or exit, or when the garage is actually in use.
2. No vehicle shall be parked on any street or curb at any time.
3. Vehicles belonging to homeowners or residents must be parked in a garage whenever possible.
4. No vehicle shall be parked in any common area parking space for more than 48 consecutive hours.
5. The homeowner shall instruct all non-residents (visitors, maids, contractors, etc.) to park in common area parking or homeowner's driveway.
6. No mobile home, trailer, commercial vehicle, R.V., boat, or inoperable vehicle shall be stored or parked on any driveway, street, or common area parking.
7. The Association shall have the authority to tow away and store any vehicle in violation of the above restrictions, at the vehicle owner's expense.
8. Vehicle repairs involving the spillage or loss of viscous materials, grease, or corrosives are prohibited in all driveways, streets, and common area parking.
9. Damage done to any common area property (sprinkler heads, pool equipment, lighting, trees, shrubs etc.) resulting from the actions of a homeowner, their family, tenants, contractors, or guests will be repaired at the owner's expense.

ENVIRONMENT - ARCHITECTURE

1. No improvements may be constructed or erected on any lot without the prior written approval of the Environmental Control Committee. Examples of improvements include (but are not limited to): exterior painting or repainting; structural modification to homes, decks or patios; installing or replacing exterior light fixtures, skylights, windows, exterior doors, and roofing.
2. The Environmental Control Committee shall meet within 15 calendar days of a request and approve or disapprove all said proposed plans within 30 calendar days of their initial meeting.
3. If a homeowner disagrees with the decision of the Environmental Control Committee, the homeowner has the right to appeal the decision in writing to the Board of Directors. The Board shall meet to consider the appeal within 15 days of receipt of the written protest and will act on the appeal within 30 days of the meeting.

RENTAL PROPERTY

Prior to signing a lease, a prospective tenant must meet with at least 2 appointed homeowners to review the rules and regulations.

ENVIRONMENT - LANDSCAPE

1. The Association will provide and maintain all landscaping from the street to the home's front door. Requests must be made to the Landscape Committee for any changes such as tree trimming or removal, addition or removal of shrubs, plants, or ground cover, etc. The Landscape Committee will meet with the homeowner within 7 days and approve or disapprove all requests within 15 days of the committee meeting.
2. The homeowner shall provide and maintain all landscaping from the front door of the home to the rear of the lot. Requests must be made to the Landscape Committee for tree trimming or tree removal, in order to ensure the maintenance of a desirable living environment and assure that the change does not adversely affect the surrounding neighbors' property or the Association common area. The Landscape Committee will meet with the homeowner within 7 days and approve or disapprove all requests within 15 days of the committee meeting.
3. If a homeowner disagrees with the decision of the Landscape Committee, the homeowner has the right to appeal the decision in writing to the Board of Directors. The Board shall meet to consider the appeal within 15 days of receipt of the written protest, and will act on the appeal within 30 days of the meeting.

POOL RULES

1. Remember - there are residents living in close proximity to the pool. If you are swimming early or late, please consider noise levels and observe pool hours.
2. All guests must be invitees of a homeowner or resident. No keys should be given to non-residents for permanent use. A proper North Cat Villas HOA ID tag on the pool key should be used to validate authority to be at the pool. Homeowners are responsible for the actions of their families, tenants, and guests.
3. No children under the age of 12 are allowed in the pool or pool area without an adult present who is responsible for the child and the child's actions.
4. Appropriate swimming attire must be worn while in the pool or the pool area.
5. No glass or breakable containers are allowed in the pool or the pool area.
6. Pets are not allowed in the pool or the pool area at any time.
7. For the consideration of the health of yourself and others, please do not use the pool if you have any communicable disease.
8. No rough or boisterous play, wrestling, or running shall be permitted.
9. Floats, soft toys, etc. are allowed in the pool; however, their use shall not interfere with the normal swimming activities of others.
10. Trash shall be placed in the containers provided.
11. No wheeled vehicles (except wheelchairs) are allowed in the pool area.
12. Each homeowner or resident should ensure that the gates are locked when leaving the pool area.
13. If you swim alone, you do so at your own risk.
14. The pool is for the exclusive use of homeowners, residents, and their guests. Do not hesitate to ask others to leave.
15. Residents may reserve the pool area for private parties by contacting the Association's manager. Reservations should be made at least two weeks prior to the party; notice must be posted at the pool 10 days prior to the event. There will be a three-hour limit on all parties. Reservations are on a first come, first serve basis. In no instance will the Association allow more than two private parties per month and no one homeowner or resident may have more than two pool parties per year. The homeowner or resident must provide the Association with a \$50.00 deposit and is responsible for any damages to the pool or pool areas and all clean up. The resident will be required to sign a "release of liability" for the Association and all other homeowners.

PETS

1. No owner of a pet, or any other person who has the possession or control of a pet, shall knowingly, carelessly, or negligently permit the pet to defecate upon the private property of another or upon the common area without immediately removing the fecal matter from such property, including cleaning as necessary.
2. No structure for the care, housing, or confinement of any pet shall be allowed in any area.
3. All dogs must be kept on a leash in the common area.
4. No pets are allowed in the pool area at any time.
5. No pet shall be allowed to make an unreasonable amount of noise so as to become a nuisance to neighbors.
6. The pet owner will be required to remove from the complex any pet declared to be a nuisance by the Association as described in the Bylaws and Declaration. This includes but is not limited to:
 - a) Any pet found to annoy, molest, or inconvenience any other owner or resident.
 - b) Any pet allowed to defecate or urinate in a manner that results in an accumulation of waste upon or adjacent to any dwelling, lot or common area, rendering such property or a portion thereof unsanitary or odoriferous.
 - c) Any pet left unattended outside the air-conditioned space of the dwellings.

ENFORCEMENT

1. The violation or breach of any of the rules or regulations adopted by the Board shall give the Board the right:
 - a. To enter the lot on which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, item, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass.
 - b. To enter the lot on which, or as to which, such violation exists and to replace, at the expense of the defaulting owner, any tree, plant, shrub, ground cover, structure, item, or condition that has been removed or modified therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass.
 - c. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.
 - d. To suspend the voting rights and the right to use the recreational facilities by an owner for a period not to exceed 60 days.
2. The Board may recover from any lot owner attorney's fees incurred by the Association in enforcing these rules and regulations, the bylaws, declaration or other laws against an owner, owner's family, guests, or tenants.

Exhibit H

BYLAWS OF NORTHCAT VILLAS HOMEOWNERS' ASSOCIATION, INC.

The administration of NorthCat Villas, a planned unit development, and of the NorthCat Villas Homeowners' Association, Inc., a Texas Non-Profit Corporation, shall be governed by the Declaration of Covenants, Conditions and Restrictions for NorthCat Villas, a Planned Unit Development, by the Articles of Incorporation, and by these Bylaws.

ARTICLE I. Application of Bylaws

All present and future owners, mortgagees, lessees and occupants of NorthCat Villas PUD and their employees, guests, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a lot shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II. Board of Directors

Section 1. The management and maintenance of the property and the administration of the affairs of the Association shall be conducted by a Board of Directors consisting of five natural persons each of whom must be owners, or spouses of owners.

Section 2. Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect the members of the Board to fill those positions becoming vacant at such meeting. At least thirty days prior to any annual meeting of the Association, the Board shall elect from the owners a nominating committee of not less than three members, none of whom shall be members of the then Board. At least ten days prior to the meeting the nominating committee shall recommend to the Association nominee(s) for each position on the Board to be filled at that particular annual meeting. Nominations for positions on the Board may also be made by petition filed with the secretary of the Association at least ten days prior to such meeting, which petition shall be signed by ten or apartment owners and signed by the nominee named therein indicating his willingness to serve as a member of the Board, if elected.

Section 3. Those members of the Board elected at the first annual meeting of the Association shall be elected and serve for staggered terms, as follows: two members shall be elected for one year terms; two members shall be elected for two year terms; and one member shall

be elected for a three year term. Upon the expiration of these initial terms of office, each member of the Board shall be elected and serve for terms of three years beginning immediately upon their election by the Association. The members of the Board shall serve until their respective successors are elected, or until death, resignation or removal. Any member of the Board who fails to attend three consecutive Board meetings or fails to attend at least 75% of the Board meetings held during any fiscal year shall be deemed to have tendered his resignation and, upon acceptance by the Board, his position shall be vacant.

Section 4. Any member of the Board may resign at any time by giving written notice to the president of the Board or remaining Board members. Any member of the Board may be removed from membership on the Board by a majority vote of the Association or vote of three Board members. Whenever there shall occur a vacancy on the Board due to death, resignation, removal or any other cause, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association, at which meeting said vacancy shall be filled by the Association.

Section 5. The members of the Board shall receive no compensation for their services; provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by three members of the Board not including the member to be employed.

Section 6. The Board, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, the Association rules and the administrative rules and regulations governing the property. The Board shall have the powers, duties and responsibilities with respect to the property as contained in the Declaration, the Articles of Incorporation, and these Bylaws, and all other powers reasonable, necessary or appropriate to the efficient performance of the functions and duties of the Association.

Section 7. A regular meeting of the Board shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of members. The Board may provide by resolution the time and place within Travis County, Texas, for the holding of additional regular meetings without other notice than such resolution. Four members of the Board shall constitute a quorum, and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect from its number a president who shall preside over both its meetings and those of the Association. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members.

Section 8. Special meetings of the Board of Directors may be called by or at the request of the president or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within the City of Austin, Texas, as the place for holding any special meeting of the Board of Directors called by them.

Section 9. Regular meetings of the Board may be held without call or notice provided the time and place for such meetings has been duly adopted by the Board or otherwise provided by these Bylaws.

Section 10. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at a meeting shall constitute a waiver of notice to him of such meeting unless such Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. After the election of the members of the Board at the first annual meeting of the Association, Declarant shall execute, acknowledge an affidavit stating the names of the members of the newly elected Board, and incorporate same into the minutes of the Board. Thereafter, any three persons who are designated as being members of the most recent Board, whether or not they shall still be members, may execute and acknowledge an affidavit stating the names of all of the members of the then current Board. The most recently dated of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

Section 12. The fiscal year of the Association shall be determined by the Board.

ARTICLE III. Meetings of the Association

Section 1. The first regular meeting of the Association shall be held within sixty days after all lots have been sold by Declarant or at such earlier time as Declarant may deem appropriate. Thereafter there shall be an annual meeting of the Association on the same day of each year at the property or at such other reasonable place or time not more than thirty days before or after such date as may be designated by written notice by the Board delivered to the owners not more than twenty days prior to the date set for said meeting. At or prior to an annual meeting, the Board shall furnish to the owners (i) a list of names of the nominees for the positions on the Board to be filled at the meeting, (ii) a budget for the coming fiscal year which shall itemize the estimated common expenses for the coming fiscal year with the estimated allocation thereof to each apartment owner, and (iii) a statement of the common expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation

thereof to each owner. Within ten days after the annual meeting, the budget and the statement of common expenses shall be delivered to all owners who were not present at the annual meeting. Delivery shall be complete when mailed, first class postage prepaid, to each unit in the development, or to such other address as the owner thereof may designate in writing.

Section 2. Special meetings of the Association may be held at any time at the property or at such other place as determined reasonable by the Board to consider matters which, by the terms of the Declaration, require the approval of all or some of the owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by a majority of the Board or by owners not less than ten days prior to the date fixed for said meeting. Such notice shall specify the date, time and place of the meeting, and the matters to be considered.

Section 3. The presence in person or by proxy of owners holding Fifty-One percent (51%) of the undivided interests in the property at any meeting of the Association held in response to notice to all owners of record properly given shall constitute a quorum. In the event that Fifty-One percent (51%) of the undivided interests of the owners is not present in person or by proxy, the meeting shall be adjourned for 24 hours, after which time it shall reconvene and any number of owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the act, the Declaration or these Bylaws, any action may be taken at any meeting of the owners upon a majority vote of the owners who are present in person or by proxy and who are voting, as provided in the Declaration.

Section 4. Robert's Rules of Order (current edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration or these Bylaws.

ARTICLE IV. Officers

Section 1. All officers and employees of the Association shall serve at the will of the Board. The officers shall be a president, vice-president, secretary and treasurer. No two offices except the offices of secretary and treasurer may be held by the same person. The Board may appoint such other assistant officers as the Board may deem necessary. All officers shall be members of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. The Board may, in its discretion, require that officers (and other employees of the association) be subject to fidelity bond coverage.

Section 2. The president shall be the chief executive of the Board and shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and

its affairs. He shall sign on behalf of the Association any conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Board may require.

Section 3. The vice-president shall perform the functions of the president in his absence or inability to serve.

Section 4. The secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the apartment owners and the Board.

Section 5. The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate, with the Board's concurrence, the daily handling of funds and the keeping of records to a manager or managing company.

ARTICLE V. Common Expenses: Assessments

Section 1. All assessments shall be made in accordance with the Declaration.

Section 2. Prior to the annual meeting of the Association, the Board shall estimate the common expenses and capital contributions for the coming fiscal year. Subject to the provisions of the Declaration, the estimated capital contributions may include such amounts as the Board may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance; and shall take into account an expected income, surplus or deficit in the common expenses for any prior year. These estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the owners in proportion to their percentage of undivided interest in the common elements as set forth in the Declaration. If the estimated common expenses prove inadequate for any reason, including nonpayment of any owner's assessments, the Board may, by resolution duly adopted, make additional assessments, which shall be assessed to the owners in the same manner as the estimated common expenses. Each owner shall be obligated to pay to the Board assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner and time as the Board shall designate. The funds received by the Board from assessments for common expenses and capital contributions shall be kept in either capital accounts or in the common expense fund and shall be expended by the Board only in accordance with the provisions of the act, the Declaration and these Bylaws.

Section 3. The failure by the Board before the expiration of any fiscal year to estimate the common expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the owner from the obligation to pay any past or future assessments, and the estimated common expenses and capital contributions fixed for the previous and current year shall continue until a new estimate is made.

Section 4. No owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot.

Section 5. The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying and itemizing the maintenance, repair and replacement of expenses of the common elements and any other expenses incurred. Such records shall be available for examination by the owners during regular business hours. In accordance with the actions of the Board assessing common expenses against the owners, the treasurer shall keep an accurate record of such assessments and payments thereof by each owner.

Section 6. All assessments shall be a separate, distinct and personal liability of each owner at the time each assessment is made. The Board shall have the rights and remedies contained in the Declaration to enforce the collection of such assessments, and any other rights and remedies available to it at law or in equity.

Section 7. Any person who shall have entered into a written agreement to purchase a lot shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the lot and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the lot shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former owner shall remain so liable. Any such excess which cannot be promptly collected from the former owner-grantor shall be reassessed by the Board as a common expense to be collected from all owners, included without limitation the purchaser of the lot, his successors and assigns. The new owner shall, and the former owner shall not, be liable for any assessments made after the date of transfer of title of a lot, even though the common expenses and such other expenses incurred or the advances made by the Board for which the assessment is made relate in whole or in part to any period prior to that date.

Section 8. In addition to the statements issuable to purchasers of lots, the Board shall provide to the owner, to any person who shall have entered into a binding agreement to purchase the lot and to any mortgagee on request at reasonable intervals a current statement of unpaid assessments for common expenses and for any expenses of and advances by the Board with respect to the lot.

Section 9. In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable therefor under the act, the Declaration or these Bylaws, the Board shall reassess the same as a common expense without prejudice to its rights of collection against such persons or entities and without prejudice to its lien for such assessments.

Section 10. Amendments to this Article V shall be effective only upon unanimous written consent of the owners and their mortgagees. However, the provisions of the Declaration relating to this Article V may be amended as provided by the Declaration.

ARTICLE VI. Voting

Each lot shall be entitled to one vote at any and all meetings of the members.

ARTICLE VII. Litigation

Section 1. If any action is brought by a member of the Board on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable attorneys' fees, shall be a common expense; provided, however, that if such action is brought against the owners or against the Board or the officers, employees, or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other owners, as a common expense or otherwise.

Section 2. Any action brought against the Association, the Board or the officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Board, which shall promptly give written notice thereof to the owners and mortgagees and initiate a defense to such action; and the owners and mortgagees shall have no right to participate in such defense other than through the Board. Actions against one or more, but less than all owners shall be directed to such owners, who shall promptly give written notice thereof to the Board and the mortgagees of such lots, and provide their own defense.

ARTICLE VIII. Abatement and Enjoinment of Violations by Owners

Section 1. The violation of any administrative rules or regulations adopted by the Board, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in these Bylaws and the Declaration:

A. To enter the lot on which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach:

Section 2. These remedies are cumulative to other remedies provided in the act, the Declaration and these Bylaws or any other applicable laws.

ARTICLE IX. Accounting

Section 1. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

Section 2. At the close of each fiscal year, the books and records of the Association shall be audited by an auditor outside of the Association.

Section 3. The books and accounts of the Association may be inspected by any owner or his authorized representative during regular business hours.

ARTICLE X. Special Committees

The Board by resolution may designate one or more special committees, each committee to consist of owners or spouses of owners, which to the extent provided in said resolution, shall have and may exercise powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board or the president. The Board or the president may appoint members to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

ARTICLE XI. Amendment of Bylaws

Except as otherwise provided in the act, the Declaration or these Bylaws, the Bylaws may be amended by a majority vote of interests, in person or by proxy at a meeting of the Association duly called for such purpose. Upon such an affirmative vote, the Board shall acknowledge the amended bylaws setting forth the fact of the required affirmative vote of the owners and the amendment shall thereupon be effective.

ARTICLE XII. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XIII. Offices and Agent

The principal office of the Association in the State of Texas shall be located in the County of Travis. The office of the Association to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, and the address of the office may be changed from time to time by the Board. The registered agent of the Association may be changed from time to time by the Board.

ARTICLE XIV. Dissolution

In the event the property is removed from the provisions of the Declaration, the Association shall immediately be dissolved as provided by law. Prior to such dissolution, the assets of the Association,

after the payment of all debts including mortgages and other encumbrances of property owned by the Association, shall be distributed to the owners in accordance with their percentage of undivided interests in the common elements.

ARTICLE XV. Indemnification

The Association shall indemnify every Board member and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Board member or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided, however, that nothing contained in this section shall be deemed to obligate the Association to indemnify any owner who is or has been a Board member or officer of the Association.

ARTICLE XVI. Leased or Rented Lots

No owner shall lease or rent his lot or the improvements thereon without first submitting his proposed lease, if any, and the name of the proposed tenant to a screening committee appointed for that purpose by the Board, and securing the acceptance of the screening committee. Approval of a lease or of a tenant shall not be unreasonably withheld. Race, color or national origin may not be considered as part of the screening process. The screening committee may require a personal interview with the proposed tenant. Failure of the screening committee to act on a proposed lease or tenant within twenty-four hours of submission or interview, whichever is later, shall constitute acceptance. All tenants shall be bound by the declaration, the Articles of Incorporation, these Bylaws, and the rules of the Association. No owner may relieve himself of his duties and obligations to the Association by leasing or renting his lot. The screening committee shall see that all tenants are familiar with the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association.

ARTICLE XVII. Contracts of the Board

The Board may not enter into management, service, insurance or employment contracts having a term or duration of more than one year.

**North Cat Villas Homeowners Association
Amendment to Bylaws (Effective February 3, 1995)**

Pursuant to vote of the North Cat Villas Homeowners Association membership at the February 2, 1995 meeting, Article III, Section 3 of the Bylaws is amended effective February 3, 1995, and is now as follows:

Section Three: The presence in person or by proxy of owners holding thirty-five percent (35%) of the undivided interest in the property at any meeting of the Association held in response to notice to all owners of record properly given shall constitute a quorum. In the event that thirty-five percent (35%) of the undivided interest of the owners is not present in person or by proxy, the meeting shall be adjourned for a period of not less than twenty-four (24) hours and not more than seven (7) days, after which time it shall reconvene and any number of owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Act, the Declaration or these bylaws, any action may be taken at any meeting of the owners upon a majority vote of the owners who are present in person or by proxy and who are voting, as provided in the Declaration.

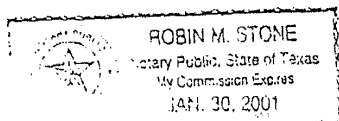
By Mary E. W. Hanks

Printed Name Mary E. W. Hanks

Title President, North Cat
Villas Homeowners Assoc.

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on February 2, 1998 by Mary E. W. Hanks as President of the North Cat Villas Homeowners Association, Inc., a corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Robin M. Stone
Notary Public for the State of Texas

Printed name of notary Robin M. Stone

My commission expires Jan. 30, 2001

North Cat Villas Homeowners Association

Amendment to Bylaws (Effective December 2, 1997)

Pursuant to vote of the North Cat Villas Homeowners Association membership at the December 2, 1997 meeting, Article II, Section 7 of the Bylaws is amended effective December 2, 1997, and is now as follows:

Section 7. A regular meeting of the Board shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of members. The Board may provide by resolution the time and place within Travis County Texas, for the holding of additional regular meetings without other notice than such resolution. A majority of current members shall constitute a quorum, but any decision, positive or negative, shall require the concurrence of at least three members in order to be the act of the Board. The Board shall elect from it's number a president who shall preside over both it's meetings and those of the Association. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of it's members.

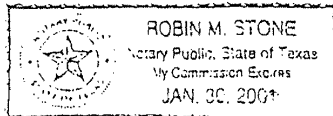
By Mary E. Williams

Printed Name Mary E. Williams

Title President North Cat Villas Homeowners Assoc.

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on February 2, 1998 by Mary E. Williams as President of the North Cat Villas Homeowners Association, Inc., a corporation incorporated under the laws of the State of Texas, on behalf of said corporation.



Robin M. Stone
Notary Public for the State of Texas
Printed name of notary Robin M. Stone
My commission expires Jan 30, 2001

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jan 03, 2013 12:11 PM

2013001878

HAYWOODK: \$156.00

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.