



TRV 2014174319  
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**CONDOMINIUM OWNERS' ASSOCIATION AMENDED MANAGEMENT CERTIFICATE FOR  
SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

This Management Certificate is recorded pursuant to Section 81.116 of the Texas Property Code.  
This amends all prior Management Certificates filed for this association:

*Per Texas Property Code 81.116 (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Condominium Owners' Association Management Certificate"*

State of Texas §

County of Travis §

- 1. Name of Subdivision: Summerwood II
  - 2. Subdivision Location: Austin, TX
  - 3. Name of Homeowners Association Summerwood II Homeowners' Association of Austin, Inc.
  - 4. Recording Data for Association: Plat filed at the county under Volume 4707, page 33 and Book 71 page 79
  - 5. Recording Data for Declaration: Declaration is filed at the county under Volume 5005, Page 568 and Volume 5916 page 359  
Amended Declaration filed under Volume 5148, Page 622  
Amended Declaration filed under Volume 3303, page 2270
  - 6. Bylaws: Revision 5 of the Bylaws dated 8/13/2008 are attached to and filed under Doc# 2014136150.
- Articles of Incorporation: The Articles of Incorporation filed with the state of Texas on 5/25/1979.
- Guidelines: A Guide for Homeowners and Residents Revised March, 2010 filed under Doc# 2014136150.

**Resolutions/Policies/Guidelines: All policies are attached to and filed with this Certificate**

- Collection Policy
- Violation Policy
- Record Retention Policy
- Records Inspection Policy
- Payment Plan Policy
- Email Registration Policy
- Membership Voting Policy
- Guidelines for Drought Resistant Landscaping and Natural Turf
- Conflict of Interest Policy
- Guidelines for Flag Display
- Religious Items Display Guidelines
- Solar Energy Device Guidelines
- Roofing Material Guidelines
- Rainwater Collection Guidelines
- Application of Payments Policy

7. Mailing Address and Contact Information for the Association and the Managing Agent:  
 Spectrum Association Management, LP  
 8303 Mopac Expressway  
 Suite B120  
 Austin, TX 78759  
 512-834-3900 Fax: 512-834-3901  
 contact@spectrumam.com
8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 4 day of November, 2014

Summerwood II Homeowners' Association, of Austin Inc.

By: Kathleen S. Able  
 Kathleen S. Able (of Spectrum Association Management) Managing Agent

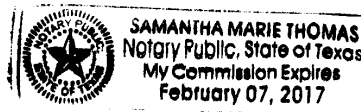
State of Texas §

County of Travis §

This Instrument was acknowledged and signed before me on 4 November, 2014 by  
 Kathleen S Able, representative of Spectrum Association Management, LP, the Managing Agent for  
 Summerwood II Homeowners, Association of Austin, Inc. on behalf of said Association.

After Recording Return To:  
 Spectrum Association Management, LP  
 Attn: K Able  
 17319 San Pedro, #318  
 San Antonio, TX 78232

Samantha Thomas  
 Samantha Thomas Notary Public, State of Texas



**Records Retention Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

This Records Retention Policy for the Summerwood II Homeowners' Association of Austin, Inc (the 'Policy') is adopted by the Summerwood II Homeowners' Association of Austin, Inc (the 'Association'), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Summerwood II Homeowners' Association of Austin, Inc's Board of Directors (the "Board") on 10/27/2014.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE:           10/27/2014

Authorized Board Member Signature: *Jim Campbell*           Date: 10-4-14

**Records Inspection Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS               §

This Records Inspection Policy for the Summerwood II Homeowners' Association of Austin, Inc (the "Policy") is adopted by the Summerwood II Homeowners' Association of Austin, Inc (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Summerwood II Homeowners' Association of Austin, Inc's Board of Directors (the "Board") on 10/27/2014.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
  - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
  - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
  - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
  - b. Describe in detail each record requested including the fiscal year to which said record relates;
  - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
  - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
  - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
  - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 10/27/2014

Authorized Board Member Signature: *Kim Campbell* Date: 10-4-14

**Payment Plan Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

WHEREAS, The Summerwood II Homeowners' Association of Austin, Inc (the 'Association') is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the TEXAS PROPERTY CODE requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the Board) desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "Payment Plan Policy" (the "Policy"):

- 1.) Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- 2.) Duration & Terms
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. Association may use its discretion to determine the maximum term of a payment plan;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
  - d. Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
  - e. Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- 3.) Execution
  - a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
- 4.) Fees and Payment
  - a. All payments shall be due by the date specified in the Payment Plan;

- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: 10/27/2014

Authorized Board Member Signature: Jim Campbell Date: 10-4-14

**Membership Voting Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This Membership Voting Policy for the Summerwood II Homeowners' Association of Austin, Inc (the 'Policy') is adopted by the Summerwood II Homeowners' Association of Austin, Inc (the 'Association'), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE:           10/27/2014

Authorized Board Member Signature:           *Kim Campbell*           Date: 10-4-14



**E-mail Registration Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

WHEREAS, The Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation (the 'Association') is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the 'Board') by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following ***E-mail Registration Policy***" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at [www.spectrumam.com](http://www.spectrumam.com) that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after 9/01/2014.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE:               10/27/2014

Authorized Board Member Signature: *Kiri Campbell* Date: 10-4-14

**Religious Item Display Guidelines for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Religious Displays

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
  - a. The religious item cannot threaten public health or safety.
  - b. The religious item cannot violate the law.
  - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
  - d. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
  - e. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
  - f. The Association may remove any item that does not conform to the statute.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE:           10/27/2014

Authorized Board Member Signature: *Kim Campbell*   Date: 10-4-14

**Solar Energy Device Guidelines for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                    §  
  §  
COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:    Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
  - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
  - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
  - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
  - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
  - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.
2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE:            10/27/2014

Authorized Board Member Signature:           *Kim Campbell*              Date:           10-4-14

**Roofing Material Guidelines for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:   Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
  - a. Certain types of roof shingles are designed to prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
  - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
  - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
  - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
  - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE:           10/27/2014

Authorized Board Member Signature: *Ann Campbell* Date: 10-4-14 **Rainwater**

**Summerwood II Homeowners' Association of Austin, Inc  
Rainwater Collection**

STATE OF TEXAS                    §  
COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE:    Architectural Guidelines for Rainwater Collection Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and
2. Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
  - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
  - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
  - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
  - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
  - e. There must be sufficient areas on the owner's property to install the barrels or system.
- 2.) In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE:            10/27/2014

Authorized Board Member Signature: *Kim Campbell*

Date: *10-8-14*

**Flag Display Guidelines for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §

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COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation(referred to as "Association"), adopt the following resolution:

RE:   Architectural Guidelines for Flag Displays

WHEREAS:

1. The Texas Property Code Section 202.012 precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and
2. Pursuant to Section 202.012 of the Texas Property Code, the Board of Directors is permitted to adopt certain guidelines on flag displays.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.012 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays:
  - a. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
  - b. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
  - c. A flagpole, whether attached to a dwelling or freestanding, 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 dwelling.
  - d. The flag display must conform to all setbacks, easements, and zoning ordinances.
  - e. Flag poles may be installed in the front yard with the approval of the Architectural Control Committee so long as there is not less than a 15' setback.
  - f. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
  - g. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
  - h. Flag size is limited to 3' x 5'.
  - i. An owner can only place a flagpole or flag on their own property with the approval of the Architectural Control Committee and no other property.
  - j. You must abate any noise that is caused by the external halyard of a flagpole.
- 2.) The American Flag, Texas Flag or flag from one of the United States armed services may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the Architectural Control Committee.
- 3.) In the event of any conflict between these provisions and any flag display restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies and the

Declaration, this Flag Display Policy controls.

EFFECTIVE DATE: 10/27/2014

Authorized Board Member Signature: *Kim Campbell* Date: 10-4-14

**Drought-Resistant Landscaping and Natural Turf Guidelines for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation(referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THATthe Association's supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
  - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met.
  - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details ofthe project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.



- c. Non-turfplanted areas must be bordered to define the xeriscaped areas clearly from turfed areas.
  - d. Xeriscaped areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
  - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
  - f. No plants may encroach onto or over public sidewalks.
  - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
  - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
  - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
  - j. Sickly and dying plants must be removed and replaced.
  - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.
  3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
  4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
  5. Borders - Xeriscaped areas must be surrounded by a border to clearly define the xeriscaped areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
  6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
  7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as

birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.

8. Landscape Maintenance - Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscaped areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 10/27/2014

Authorized Board Member Signature: *Kim Campbell* Date: 10-4-14

**Assessment Collection Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §

§

COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Incorporated above (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Assessment Collections Policy

WHEREAS:

1. Pursuant to Chapter 209 of the Texas Property Code, the Board of Directors of the Association hereby adopts this policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association; and
2. The Association's economic well-being relies on the timely payment of assessments and other allowable charges.
3. It is the Board's duty to use its best efforts to collect funds owed to the Association.

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, the cost of collection including but not limited to late fees, administrative fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Assessment Collection Schedule (attached) shall be the assessment collection policy of the Association and shall be enforced.

EFFECTIVE DATE:               10/27/2014

Authorized Board Member Signature:           *Gene Campbell*                Date:           10-4-14

**Summerwood II Homeowners' Association of Austin, Inc.**  
**Schedule of Collection Procedures / Collection Policy**

Collection Action *	Late Charge	Administrative Fee	Other Fees
1 <sup>st</sup> Notice: Courtesy Notice	Per governing documents	\$20	N/A
2 <sup>nd</sup> Notice: Notice of intent to perform a title search	Per governing documents	\$20	N/A
3 <sup>rd</sup> Notice: Notice to evaluate property's debt security (sent by certified mail)	Per governing documents	\$20	\$50 Title Search Fee charged to owner's account
4 <sup>th</sup> Notice: Notice to Turnover to Collection Agent/Attorney (sent by certified mail)	Per governing documents	\$20	\$150 Escalated Property Processing fee charged to owner's account.
Board Approval needed to send to attorney 209 Notice: 30 day cure notice is sent to prior to account being sent to attorney	Texas Property Code 209	\$20	\$30 Statutory Notice fee charged to owner's account.
Sent to attorney	Per governing documents	\$20	\$90 fee to process file to third party debt collector. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association.

**\* Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date then collection action will cease on that homeowners account.

**Priority of Payments:** Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied first to delinquent assessment, current assessments, attorney's fees, fines and last to other amounts owed such as collection fee, late fees and interest.

**General Policy:** All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Spectrum and reimbursed by the homeowner.

The monthly (\$20) collection fee is charged to the homeowners account each month the account remains delinquent and is paid to Spectrum when the homeowner pays. The (\$50) title search fee (if applicable) and the (\$150) notice of lien fee (if applicable) are paid to Spectrum when the service is rendered and charged to the homeowners account for reimbursement of charges incurred.

**Payment Plans:** Payment plans shall be approved by management for extenuating circumstances and/or at management's discretion. Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.

**Collection of Account by HOA Attorney:** Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the homeowner does not respond to the attorney's demand letter a lawsuit shall be filed and a judgment obtained. If the homeowner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the home shall be foreclosed in accordance with the governing documents and the current state law. Once the home is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the home in accordance with state law.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

**Application of Payments Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

WHEREAS, The Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation (the 'Association') is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, The Board adopts the following policy in order to comply with the priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

NOW THEREFORE, the Board has duly adopted the following 'Application of Payments Policy' (the "Policy"):

- 1) Any delinquent assessment;
- 2) Any current assessment;
- 3) Any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- 4) Any attorney's fees incurred by the association that are not subject to the preceding subpart;
- 5) Any fines assessed by the Association;
- 6) Any other amounts owed to the Association.

EFFECTIVE DATE:           10/27/2014

Authorized Board Member Signature: *Kim Campbell*      Date: 10-4-14

**Conflict of Interest Policy for the  
Summerwood II Homeowners' Association of Austin, Inc**

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

Pursuant to the Bylaws of the Summerwood II Homeowners' Association of Austin, Inc and the Declaration of Protective Covenants, the Directors of the Summerwood II Homeowners' Association of Austin, Inc, a Texas non-profit corporation(referred to as "Association"), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
  - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
  - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract;
  - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
  - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).

6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.
8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: 10/27/2014

Authorized Board Member Signature: *Kim Campbell* Date: 10-4-14





**Violation Schedule for the  
Summerwood II Homeowners' Association of Austin, Inc.**

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
1 <sup>st</sup> Notice: Courtesy Notice (regular mail)	1 <sup>st</sup> Report/Sighting	10 days to correct
Subsequent Notices for Continued Violation	Non-compliance & No application for extension	30 days to correct
Final Notice: Final notice per Section 209.006 of the Texas Property Code (sent via certified mail)	Non-compliance & No application for extension	30 days to correct//if not corrected then sent to the Association's attorney.
The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension	Attorney will work with owner to correct the violation.

**General Policy**

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

**Attorney Procedure**

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Nov 20, 2014 02:48 PM 2014174319

GONZALESM: \$122.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS