

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDED AND RESTATED RULES AND REGULATIONS FOR VILLA SERENA, INC.

Document reference. Reference is hereby made to that certain Fourth Amended Declaration of Restrictions, filed as Document No. 0971300747 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "Declaration").

Reference is further made to the Rules, Regulations, and Guidelines filed as Exhibit "B" to that certain Bylaws and Rules and Regulations Villa Serena Homeowners Association, filed as Document No. 2000033571, and the Amendment to Rules and Regulations for Villa Serena, Inc., filed as Document No. 2013101777, both in the Official Public Records of Travis County, Texas (cumulatively and together with any amendments or supplements, the "Prior Rules").

As a result of this filing, the Prior Rules are SUPERSEDED and REPLACED with the rules attached to this filing.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Villa Serena, Inc. (the "Association");

WHEREAS Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located;

WHEREAS the Board has voted to REPEAL the Prior Rules, and AMEND, SUPERSEDE and REPLACE the Prior Rules with the rules attached as Exhibits "A" and "B"; and

THEREFORE the Prior Rules are REPEALED and the Rules attached as Exhibits "A" and "B" have been, and by these presents are, ADOPTED and APPROVED. Together, Exhibits A and B constitute the Rules of the community.

VILLA SERENA, INC. Acting by and through its Board of Directors Filed of record by Niemann & Heyer LLP, Attorneys and authorized agents, in accordance With Texas Property Code Ch. 202

By: [Signature] Name: Connie Heyer

Exhibit "A": General Community Rules Exhibit "B": Legislative Rules

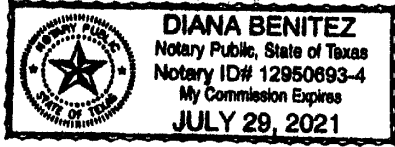
Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 2nd day of May,  
20 18, by Connie N. Heyer in the capacity stated above.

Diana Benitez  
Notary Public, State of Texas



**GENERAL COMMUNITY RULES**

**VILLA SERENA  
RULES AND REGULATIONS**

**INTRODUCTION AND OVERVIEW**

Villa Serena is a non-profit Homeowner's Association (HOA) consisting of 57 single-family townhouse-style dwellings and a Common Area (the Commons) of 10-plus acres. The Commons includes the clubhouse, swimming pool and pool house, paved surfaces including sidewalks and streets, and environmentally sensitive green areas — all of which are owned by the HOA for the exclusive use of the owners. The HOA is governed by its members, individual homeowners each having a 1/57 interest in the HOA. The members elect a Board of Directors of five homeowners to conduct the continuing business of the Association; the Board of Directors may appoint a managing agent to manage the routine operating affairs of the HOA.

The substantive governing documents of Villa Serena HOA consist of 1) the Articles of Incorporation of Villa Serena Inc. (1974), (2) the Fourth Amended Declaration of Restrictions (1986); 3) the Amended Bylaws (2016), and 4) these Rules and Regulations (2017). Each of these documents is intended to comply with all applicable statutes of the State of Texas and each is filed in the official records of Travis County. It is each homeowner's responsibility to secure and reference these documents, as each has agreed to abide by the contents of these documents by virtue of their acquisition of a residence in Villa Serena.

**SECTION ONE: Homeowners' Association Responsibilities:**

The HOA maintains the landscaping and irrigation systems for the Commons as well as HOA- installed plants and irrigation on individual lots. The HOA also

- a) maintains and controls the streets, parking, and sidewalks;
- b) provides for scheduled garbage and rubbish collection;
- c) maintains and controls the clubhouse and swimming pool;
- d) maintains the pool fence and gates, and all perimeter fencing;
- e) maintains HOA installed exterior lighting, including the garage light fixture installed on each townhouse;
- f) periodically paints the non-brick portions of the individual townhouses as approved and budgeted by the members;
- g) establishes architectural guidelines ensuring the continued harmony of the exterior of the townhouses and the appearance of the community as a whole;
- h) provides for such programs and services as are funded by the membership's approval of the annual HOA budget(s);
- i) approves and disseminates these Rules as a means of enhancing the quality of life of the homeowners and community as a whole, promoting the general

safety, protecting and enhancing the common areas, and preserving the investment value of the individual townhouses and Villa Serena overall.

**SECTION TWO: Homeowner Responsibilities:**

While the HOA has extensive responsibility for maintenance of the Commons as detailed above, the Homeowner retains virtually all of the responsibility for maintenance of their individual home. Each homeowner commits to the continuing maintenance of their home in a manner that contributes to the overall well-being of their neighbors and the HOA. Deferred maintenance of the exterior of any townhouse is a concern to all Owners, as such deterioration detracts from the appearance of Villa Serena that may negatively affect the value of individual townhouses. Homeowners are expected to inspect the exterior of their townhouses regularly and to take appropriate action to prevent and/or correct deterioration. Individual items of the homeowner's maintenance of their townhouse include, but are not limited to:

- a) siding, roofing, soffits, fascia and gutters;
- b) all masonry including courtyard walls;
- c) garage doors and opening equipment;
- d) HVAC equipment;
- e) windows, doors, all glass surfaces;
- f) gate and door fixtures and associated hardware;
- g) roofs and any associated structures such as skylights, vents and fans;
- h) light fixtures not installed by the HOA;
- i) plant materials and trees planted on the lot by the homeowner;
- j) all facets of utility services including
  - 1) meters,
  - 2) cut-off valves,
  - 3) switch panels and circuit breakers,
  - 4) electricity, natural gas (when applicable), water, wastewater, and all telecommunications systems within a lot; this provision includes homeowner responsibility for all such systems in their entirety without regard to whether such systems cross any portion of the Commons, specifically including that small portion of the Commons which runs along the street-side curb at the rear of each townhouse;
  - 5) removing or otherwise dealing with landscaping (roots, etc) that have or may become a threat to utility service to their townhouse;
  - 6) each homeowner is required to maintain the lot's continuous connection to electricity, water, and wastewater services except for brief periods of service interruption due to storms, maintenance, and the like.

As members of the HOA, homeowners have also committed to participation in the HOA's affairs - particularly in participating in the annual meeting with the election of directors and the approval of the annual budget.

## **PART ONE**

### **SECTION ONE: Architectural Control**

#### **1.1) Prior Approval for Exterior Alterations**

Prior to initiating any exterior alterations to their dwelling, landscape, or any aspect of their lot, homeowners must submit proposed exterior alterations in writing for review and approval by the Board of Directors/Architectural Control Committee.

Certain minor and/or relatively frequent modifications do not require a full review. In such cases, the homeowner may submit a brief, informal project description to the Secretary of the Board of Directors. This submission will be circulated to other Board members and the homeowner will be notified either of approval or of the necessity for a full, formal submission.

When a formal review is required, the homeowner must submit the proposed exterior alterations in detail including narrative description, sketches and drawings, material descriptions, painting and other surfacing plans, and any other information reasonably required for review by the Board. Such submissions will be submitted to the Managing Agent and the Secretary of the Board accompanied by sufficient copies for distribution to all the Directors. Approvals will be communicated to the homeowner in writing with exceptions and limitations, if any, noted in the response. No approval shall be presumed as to any detail not described in such plans and requests. No prior action or approval shall be considered as precedent; each proposed project will be considered on its own merits.

All exterior improvements are at the homeowner's expense and are their sole responsibility and liability. No owner's improvement is permitted to extend into the Commons except for minor incursions with written permission for landscaping, air conditioners, and the like. The Board of Directors, as part of the review and approval process, may issue guidelines regarding the impact of construction on the Commons, and the general well-being of the Villa Serena community during construction.

#### **1.2) Structural Architectural Design Elements Repair/Replacement**

**1.2.a) Townhouse Siding:** Wood siding is a critical maintenance item on each townhouse. Homeowners are responsible for preventing deterioration such as wood rot, and pest incursions such as termites, carpenter ants and rodents.

Deteriorated wood siding should be replaced with matching, 12" groove cedar siding of the original style. Cement siding of similar appearance in an 8" groove may be substituted when an entire section of the facade is to be replaced, thus avoiding a "patched" appearance. A proper trim board should be placed along the juncture of siding and the roof. All siding and trim is to be painted in the specified Villa Serena paint color.

**1.2.b) Townhouse Painting:** The HOA paints the non-brick facades of the townhouse at 8 to 10 year intervals upon approval and budgeting by the membership. Homeowners are responsible for removing vines/vegetation and any other materials that interfere with painting. Homeowners are also responsible for ensuring that their townhouse provides a well-maintained and clean surface for painting. Homeowners are responsible for any painting required for any reason during the interval between the painting of all units.

**Paint Specifications:** All facades, trim, exterior beams, stucco chimneys and garage doors are to be painted in the specified Villa Serena color. Courtyard gates,

railings, security bars, and metal stairways are to be painted black or the specified Villa Serena color. The front door of a town house may be painted in a color of the homeowner's choosing. (Note: as the Villa Serena color selection may vary or be coded differently by the manufacturer, current paint specifications are distributed to the homeowners as appropriate and are always available on request.)

1.2c) Garage Doors: Garage doors are to be replaced when necessary with metal overhead doors with the prevailing square pattern, painted in the specified Villa Serena color. Brass-colored metal mail slots are permitted.

1.2d) Windows: Windows are to be replaced when necessary in the same style as the one being replaced. Changes in the style of window, or any addition or revision in the number or size of window openings, must be submitted for architectural review.

1.2e) Exterior Lights: Homeowners are encouraged to preserve the original Spanish-style exterior lights; whenever such lights must be replaced homeowners may do so in another style. Exterior lights should not be intrusive for neighboring townhouses, including skylights. Mercury vapor lights, bright white LED bulbs, and the like are not permitted. The lights adjacent to each garage door are installed and maintained by the HOA while the electricity is provided by each homeowner. Any non-conforming lights are maintained by the home-owner.

1.2f) Security Lights: Security lights installed in courtyards and on front porches are to be controlled by motion sensors or the like so that they are not left on continuously. Security lights installed on the exterior of townhouses and garages are not permitted as passing traffic and other conditions prevent effective control by motion detectors. Those security lights installed prior to the adoption of this rule are to be used only intermittently, and may not be replaced without the approval of the Board.

1.2g) Ironwork and Metal Stairs: Courtyard gates, railings, and security bars are to be painted black or with the specified Villa Serena color. Exterior, metal stairways are to be painted black. Second story balcony railings are to be painted black. Replacement of any ironwork, other than in the exact same style, should be submitted for architectural review. Security bars may be removed at the homeowner's discretion.

1.2h) Chimneys: There are two types of chimneys extending above the roof line: 1) stucco finished, and 2) brick. Maintenance, repair, and painting of the chimneys is the responsibility of the homeowner. Stucco chimneys are to be painted in the specified Villa Serena color.

1.2i) Roofing: Roofing shingles are a reddish brown color in the specific style *GAFF-ELK CO, Hi-Definition 30 yr shingles, color: shake-wood*. This brand of shingles is available from multiple building supply companies.

No structures are to project from any roof, with the exception of chimneys, vent pipes, attic ventilators, skylights, atrium covers, solar panels and, on flat roofs, air conditioning units. Also, as established elsewhere in these Rules, satellite dishes and antennae may be permitted on an individual basis.

1.2j) Brick: Two types of brick were used in the building of the townhouse. Bricks on Club Court and East Court are of the "soft" Spanish brick, while those on Middle Court and West Court are concrete brick resembling the Spanish style. The brick to be used for repair or replacement is the matching Spanish style concrete measuring 2.5" by 9.5". This brick is difficult to obtain; the HOA maintains a small stock of brick -

homeowners are welcome to use this brick for repairs and encouraged to contribute surplus or reclaimed brick to the supply. The brick portion of a townhouse facade is not to be painted, stuccoed, or otherwise altered in appearance. As a responsibility of each homeowner, masonry is to be power-washed in order to remove mold, mildew and stains as necessary.

1.2k) Non-Approved Materials: Certain exterior materials are considered incompatible with the existing design motif of Villa Serena and use of these materials is not approved. Such materials include plastic and metal sheeting, flat or corrugated panels, and any other materials or items not characteristic of and consistent with the original design of the townhouses.

1.2l) Courtyards, Walkways, Front Porches, Steps and Upper Decks: Homeowners may preserve the original concrete surfaces on their lot, or they may choose to replace or resurface these with stone, tile, pavers or similar standard materials. These features include the front porch and steps as well as the short walkway from the courtyard to the curb. It is the homeowner's responsibility to maintain these surfaces in good and safe condition. Also, changes to courtyards and upper decks are subject to prior architectural review if such changes will be visible from other townhouses or the street.

## **SECTION TWO: Non-Structural Control Policies**

2.1) Mailboxes and Stanchions: USPS mailboxes and mailbox stanchions are provided by each homeowner. Mailboxes are to be in the classic black "rural" style in either the standard or large size. Stanchions are to be in the black single pole style. Owners may maintain "gold" style mailboxes attached to the garage facade for purposes of receiving intra-community communications.

2.2) Signs: No signs, unsightly or offensive objects or shall be placed, erected, or permitted on or within the confines of Villa Serena.

2.2a) "For sale" signs are not allowed within the gates. However, appropriate "open house" signs may be posted near a residence during the event.

2.2b) Standard, small home-security system signs may be placed on or near the subject dwelling.

2.2c) House numbers are to be visible at both the front and back of the home and placed so that they clearly indicate which specific property is so marked.

2.2d) As established elsewhere in these rules, election related signs may be placed on homeowner lots within certain limitations.

2.3) Outside Structures: No storage sheds or similar structures are allowed on any homeowners lot including the patios or courtyards.

2.4) Storage: Front porches and open portions of upper-story decks are not to be used for storage of any kind. Garages and courtyards, are not to be used for the bulk storage (beyond normal household use) of hazardous materials or detritus which may attract rodents and other pests.

2.5) Outdoor Furniture: Outdoor furniture, in good repair, is permitted only on porches, upper decks, patios and courtyards.

2.6) Other Decorative Objects:

2.6a) No exterior decorative screening such as lattice-work, arbors, or fencing of any kind is allowed outside the courtyard.

2.6b) Wind Chimes are not permitted outside the courtyards; wind chimes should not be allowed to create a nuisance for nearby residences.

2.6c) Decorative objects placed on courtyard walls should be kept at a minimum and may not present a hazard to other residents or maintenance personnel.

2.6d) Gate Medallions matching in color and material may be attached to the gate. Other decorative objects may not be attached to gates or the exterior of courtyard walls.

2.6e) During the month of December, holiday decorations may be placed on the outside of a townhouse. At other times, seasonal wreaths in good condition may be placed on front doors and courtyard gates. Artificial plants and flowers in good condition may be used in such seasonal decorations but are not approved for other uses including decorative pots, planting beds, or any other place.

2.6f) Bird feeders and small birdbaths are allowed on the lots. Concrete "yard art" and other decorative outdoor objects, if visible from the Commons, are allowed only upon review and approval of the Board.

2.6g) No planter or decorative object may be placed on a sidewalk so that it obstructs ready access to any townhouse or presents a potential hazard to other residents or maintenance personnel.

### **SECTION THREE: Landscape**

3.1) HOA Responsibility: The HOA maintains trees and shrubs growing from root bases in the Commons as budgeted and approved by the homeowners. The HOA trims limbs overhanging the townhouses from the Commons to the extent it can reasonably do so. The HOA also may, but is not obligated to, trim trees overhanging the Commons from a homeowners lot. The HOA is not responsible for damage caused by trees - roots, limbs, or trunks - to any townhouse or vehicle. The HOA will maintain all landscaped areas adjacent to the Commons that individual homeowners do not wish to convert to "private garden plots."

3.2) Homeowners Responsibility: Homeowners are responsible for maintaining any trees and shrubs in their courtyards or planted by them on their property as permitted in "private garden plots". Homeowners are responsible for ensuring that such trees and shrubs within their property line shall not damage adjoining townhouses, utility lines, or sprinkler systems or any element of the Commons. Homeowners are responsible for any portion of their trees that overhangs another townhouse or the Commons.

3.3) Private Garden Plots: Owners may plant flowers and decorative plants on their property by establishing a "private garden plot" as long as these plots are:

3.3a) maintained at the homeowner's expense in a good and sightly manner;



- 3.3b) do not create a nuisance of any kind;
- 3.3c) do not extend into the Commons beyond slight variations in alignment;
- 3.3d) do not include any artificial flower or plant materials;
- 3.3e) in compliance with the guidelines established by the Board.
- 3.3f) Such private garden plots include the entire strip of land along the curb outside each courtyard's walls.

3.3g) Private garden plots may be returned to the HOA maintenance program as long as the homeowner leaves the plot in a state compatible with the immediately adjacent Commons.

3.4) Exterior Surfaces: Close adhering vines such as creeping fig may be planted to cover brick courtyard walls as long as it is kept trimmed by the homeowner and is not allowed to grow onto non-masonry exterior surfaces. No other plant material is to be attached to any exterior surface.

#### **SECTION FOUR: Clubhouse and Swimming Pool**

4.1) Posting: This Section Four of the Rules is posted in the Clubhouse along with current reservation procedures and deposit requirements.

4.2) Pets: No pets are allowed in the Clubhouse or the pool area at any time. This restriction does not apply to service animals allowed pursuant to Federal Fair Housing or similar laws.

4.3) Keys: the three doors to the Clubhouse and the two main gates to the pool deck all have a common key which is issued to all 57 homeowners. If the locks and/or common key are changed, the Board will provide the owners with a new key at the expense of the HOA. New owners should obtain their key from the sellers. Lost keys are replaced at the expense of the homeowner. It is the responsibility of each homeowner to monitor the usage of their assigned key. Without exception, Clubhouse doors and pool gates should be closed and locked after usage. The pool gates are designed to be self closing; they should not be propped or held open for any reason.

4.4) Smoking: No smoking or vaping is allowed in the clubhouse or on the pool deck.

4.5) Group Activity: Only one coordinated group activity at a time can be accommodated due to limited capacity of the facilities including parking. Homeowner's planning group activities for the the Clubhouse must reserve in advance. Homeowner's planning group activities for the pool must also reserve the Clubhouse for the same period indicating that the pool will also be used in conjunction with the event. Clubhouse reservations grant exclusive use of the Clubhouse for the designated period except for the bathrooms, which must remain available for users of the pool. Unlike the Clubhouse, the pool is not available for exclusive use and is always available for use by other homeowners and their guests.

4.6) Clubhouse: The clubhouse is restricted to private noncommercial usage and is to be used only under direct and constant supervision of the hosting homeowner.

An event will be deemed considered commercial (and thus not authorized) if the intent of the gathering, partly or wholly, is to induce current or future purchases of goods or services<sup>1</sup>. The board shall in its sole judgment determine whether a proposed gathering is authorized under this provision. Should it be determined at a later date that the purpose of the gathering was not accurately presented when the reservation was requested, the requesting party's (the Unit in which he or she resides) Clubhouse reservation rights may be suspended for a period of time to be determined by the Board.

Notwithstanding, activities sponsored by residents for other residents or for friends or associates (such as birthday or retirement parties), or activities sponsored by residents for a non-profit organization to which the resident belongs (such as Rotary Club events) are permitted even if those attending contribute to sharing of event-related expenses (such as food, speaker honoraria, or contributing a donation to the non-profit organization.)

4.6a) The Clubhouse may be reserved for exclusive use by any homeowner within the policies and deposit requirements established by the Board, and by contacting the individual appointed by the Board for this purpose.

4.6b) Individual homeowners are responsible for a thorough cleaning (including appliances used) of the clubhouse at the conclusion of their event.

4.6c) A cleaning deposit is required for use of the clubhouse; the homeowner has the option of simply forfeiting the deposit if unable or unwilling to do the cleaning themselves, although the homeowner remains responsible for additional costs if the deposit is insufficient for the work required.

4.6d) The homeowner is also responsible for returning furniture to the original location; turning off lights and water taps; resetting the thermostat as posted; removing all trash from the clubhouse; and locking all doors.

4.6e) The homeowner is responsible for any damages incurred in usage.

4.7) Swimming Pool: The swimming pool is maintained by the HOA for the exclusive use of Villa Serena homeowners and their invited guests.

4.7a) The swimming pool cannot be reserved for private use. Any groups using the pool must not restrict access and enjoyment of the pool by other homeowners.

4.7b) The swimming pool may be used for planned group activities only under direct and constant supervision of the hosting homeowner, and only if the hosting homeowner has also reserved the Clubhouse. The sponsoring homeowner remains responsible for the pool in the same manner as for the Clubhouse, while also ensuring that the group activity does not prevent enjoyment of the pool by others.

4.7c) Homeowners may invite guests to use the pool. Guests either must be accompanied at the pool by the homeowner, or the homeowner must be available on-property for notification of illness, accident, or behavioral problems. Homeowners are responsible for their guests including any damages incurred.

4.7d) Children should be supervised by an adult at all times.

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<sup>1</sup> For sake of example, no Tupperware parties, Avon or Mary Kay events, etc.

4.7e) No glass, china or other breakables are allowed on the pool deck.

4.7f) Homeowners are responsible for the maintenance of proper decorum and considerate behavior by those using the pool. Appropriate swimming attire is required; no cut-offs or streetwear is allowed. No diving, running or horseplay is allowed. Music should be listened to through earphones or played at such a low volume as not to be audible to others using the pool, except during organized social functions.

4.7g) Incontinent people, including small children, must wear swim diapers in the pool. If any individual fouls the water, the homeowner remains fully liable for the costs of sanitation measures, up to and including draining and re-filling the pool.

4.7h) Lifesaving equipment is to be used for its designated purpose only. A direct line phone is available on the outside of the clubhouse for notifying 911 of an emergency. No Lifeguard is on duty and those using the pool swim at their own risk.

4.7i) The Clubhouse bathrooms are available to those using the pool. Access is restricted to the Steck-side door. The door is to remain locked when the bathroom is not in actual use. The bathrooms are to be left in the condition found and are not to be used as dressing or changing rooms. Homeowners, are encouraged to direct their guests to their townhouse bathrooms whenever possible, particularly when a private event is occurring in the Clubhouse.

#### **SECTION FIVE: Pets and Animals**

5.1) There are no restrictions on the size, breed, or number of a homeowner's pets so long as those pets do not, singularly or collectively, create a nuisance for other homeowners or endanger any person.

5.2) The Board may order the removal of any pet that is kept at Villa Serena in violation of these rules.

5.3) Dogs must be kept on a leash and under the owner's control at all times while in the Commons.

5.4) Pet deposits must be picked up immediately and deposited in the homeowner's own garbage.

5.5) Pets are not allowed in the Clubhouse or within the pool fence at any time.

5.6) Pets should not be left in the courtyards when the homeowner is not present and should not be unsupervised in the courtyards at any other time.

5.7) Persistent, or otherwise excessive barking is a nuisance and not allowed.

5.8) Cats should be kept indoors; free roaming cats are considered a nuisance as Villa Serena has a large bird population which is treasured by many homeowners.

5.9) Homeowners are responsible for ensuring that their guests comply with these rules.

5.10) Neighborhood residents who stroll on the Commons with their pets are considered guests; the Board may refuse access to the property by such persons who are in violation of these rules.

5.11) Feeding or watering deer and any other animals, with the exception of birds, is not allowed.

**SECTION SIX: Streets, Sidewalks, and Parking**

6.1) The streets and sidewalks within the gates of Villa Serena are part of the Commons. These are managed by the HOA for the benefit of the community.

6.2) The speed limit inside Villa Serena is 15 miles per hour. This limit is posted at the Greenslope entrance gate.

6.3) Guest parking is available in the striped parking spaces on each street and on the south-side of South Drive. No parking is allowed along the north-side of South Drive, or where any curb is painted red, to ensure unimpeded access by emergency vehicles.

6.4) Guest parking is for daytime use only except in specified circumstances: overnight personal caretakers and non-resident companions; short-term guests (two weeks or less) of homeowners; temporary needs of homeowners (below); and other limited exceptions granted on request to the Board.

6.5) Homeowners are expected to park their vehicles overnight within their garages.

6.5a) Homeowners may park in the guest parking areas for limited, defined periods such as for construction projects.

6.5b) Garage spaces used for storage or reduced in size by interior modifications are not acceptable justifications for homeowner use of the guest parking areas including South Drive.

6.5c) Homeowners with cars in excess of the original two-car garage capacity may park the additional vehicles on South Drive.

6.6) Parking is not allowed on any street other than South Drive. Vehicles waiting or standing along the four Courts are not to be left unattended.

6.7) Parking in front of the Clubhouse is reserved for those using the Clubhouse or the Pool.

6.8) Vehicles should not be parked on the striped areas leading to sidewalk ramps.

6.9) Boats, motorhomes, trailers and the like may not be parked in guest parking except for short term, loading/unloading by a homeowner. Such unoccupied vehicles may be parked overnight, with appropriate safety markings, only for one night as a homeowner prepares for or concludes use of such vehicles. If the boat/vehicle exceeds the dimensions of a single guest parking space, then it must be parked on South Drive.

6.10) Horn blowing is not allowed except in emergency situations.

6.11) Ball playing, frisbee-throwing, skating, skateboarding or other such activities are not allowed in the Commons, including the streets and sidewalks.

6.12) In order to promote safety of pedestrians and bicyclists within the community, only bicycles with wheels of 24" or less may be ridden on the sidewalks. All larger bicycles must be ridden in the streets at the operators on risk. BMX and other performance style bicycles are not permitted on the sidewalks regardless of the size of their wheels.

6.13) Construction vehicles and equipment may not inhibit access to neighboring garages or to emergency vehicles at any time. Overnight parking of construction vehicles and equipment is not allowed without permission of the Board.

6.14) The Board has the authority to have vehicles not in compliance with these rules towed from the premises at the expense of the vehicle owner.

6.14a) When feasible, the Board will place a violation notice on the offending vehicle at least 24 hours before towing.

6.14b) When any unattended vehicle obstructs access to a garage door or courtyard gate, or might impede access by emergency vehicles, the vehicle may be towed without any notice being given.

6.15) The Board may grant exceptions to the above rules as well as establish parking fees applicable to such exceptions on a case-by-case basis.

#### **SECTION SEVEN: Health and Safety Issues**

7.1) Garage doors should not be left open except to accommodate activity in the garage itself or to create a "crack" if required for ventilation. Keeping the garage doors closed enhances the appearance of the community and also avoids creating an easy target for thieves who might otherwise not be drawn into Villa Serena.

7.2) The Forest Mesa Gate is closed to vehicle use. The pedestrian gate may be used by homeowners utilizing their Clubhouse key. Homeowners are responsible for ensuring the gate is not left unlocked during or after their use.

7.3) No garage or estate-type sales are to be held on the grounds, streets or from the residences of Villa Serena.

7.4) The HOA contracts for private garbage and recycling services. Schedules and guidelines for using these services are provided to the homeowners as appropriate.

7.4a) Include routine household trash including kitchen waste, properly bundled or bagged plant cuttings, small branches or pieces of wood and the like.

7.4b) Bags and bins should not be placed outside before the morning of the specified collection day(s); empty bins are to be removed on the day of collection.

7.4c) The HOA does not contract for disposal of any hazardous materials or major trash/ debris associated with moving, remodeling/repair, tree trimming, dirt and rocks, appliances, and other household bulk items which remain the responsibility of the homeowner. The Disposal contractor has the right not to collect any such items which may be placed at curbside on collection days; in such event, homeowners are to remove promptly such materials from the curbside.

7.4d) All homeowners are encouraged to participate actively in the recycling program. appropriate bins are provided by the Disposal Contractor; guidelines for participating in the program are distributed to the homeowners annually.

#### **SECTION EIGHT: Townhouse Rentals, Uses**

8.1) Leases with terms of fewer than 90 days will be considered a business use of the property, in violation of the Declaration of Restrictions, Art.II, Sec 2.1, and are not permitted.

8.1a) Homeowners maintain all responsibility for their property and their tenant's compliance with the governing documents including these Rules.

8.1b) Homeowners are responsible for communicating with their tenants so that they are familiar with their obligations to the Community.

8.1c) Homeowners are also responsible for communicating any bulletins or notices to their tenants to the same extent other homeowners receive such information.

8.1d) Homeowners with longer-term tenants may provide their contact information to the Secretary of the Board so that the tenants may be listed on the directory of residents.

8.1e) Tenants may have access to the pool and clubhouse in the same manner as the homeowner.

8.2) Homeowners may maintain a home office or studio in support of their work as long as no client services, staff/employee officing, or public parking are provided on-site. No directional or any other signage is permitted; marketing of any kind intended to draw the general public to Villa Serena is not permitted.

### **SECTION NINE: Enforcement**

9.1) The Board of Directors is charged with communicating and enforcing these Rules as described elsewhere in this document as well as in the manner described below.

9.1a) General complaints regarding rule violations may be brought to the Board by any member of the Board, any homeowner, and the Managing Agent. When such violations involve neighboring homeowners, the complaining homeowner is encouraged to take the matter up with their neighbor directly.

9.1b) If the Board has reason to believe that there is a violation, the Board will communicate with the offending homeowner identifying the violation, indicating that a complaint(s) have been received, and encouraging resolution of the matter.

9.1c) In instances of violations of architectural control and other rules related to the structure and continuing use of a private lot, the Board may direct the Managing Agent to notify the homeowner of such violations, noting that the obligation to correct such violations passes with the property upon any change in title.

9.1d) In instances of particularly egregious violations; violations potentially threatening the health, safety and well-being of Villa Serena; violations of a continuing nature; or violations of a pattern indicating the problem(s) are not resolvable absent more formal intervention, or for any other reason in its sole discretion, the Board may refer such matters to any regular or special meeting of the HOA along with its recommendation(s) for further action.

9.1e) In matters involving immediate and urgent threats to the health and well-being of Villa Serena and its homeowners the Board is expected to act to ameliorate such threats relying on public authorities to any extent practicable.

9.2) Nothing in these Rules is intended to prevent or restrict the Board or any Homeowner from involving or relying on public agencies in resolving any issues or conflicts.

9.3) The Board of Directors is to report on its enforcement efforts at each Annual Meeting of the HOA, including a listing of continuing violations of the Governing Documents including these Rules.

## SECTION TEN: Television Dishes, Antennas & Satellite Dishes

1. General. Satellite dish antennas with a diameter of one meter (39.37 inches) or less used to receive video (or other antennas whose installation is protected under Federal law or regulations) may be installed outside a home without prior approval from the Board or ARC, so long as the antenna is installed at the location with the highest placement priority (see Placement Acceptability Lists in paragraphs 2 and 3 below, as appropriate) that affords a viable signal and will not result in an unreasonable expense.
2. Placement Acceptability List: The prioritized placement acceptability list for homes is as follows:
  - 1) **Rear Yard Fascia**. Anywhere on the roofline fascia that faces the rear of the lot.
  - 2) **Lower Rear Portion of Roof**. On the portion of the roof that slopes toward the rear of the lot and within 15 feet of the rear roofline.
  - 3) **Side Yard Fascia (as far back as possible)**. On the roofline fascia facing either side of the lot, except that *the mounting location must be as close to the rear roofline as possible* while still permitting adequate signal strength.
  - 4) **Roof (as hidden as possible)**. Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot* while still permitting adequate signal strength.
  - 5) **Ground Mounted & Screened**. Ground-mount on the lot in an area that is not visible from the street, is wholly contained on the home owner's lot, and is appropriately screened from view.
  - 6) **Any Other Lot Location**. Any other location on the home or lot.
3. General. This rule applies prospectively from the date of adoption of these rules, but the owner of any antenna or dish installed prior to the adoption of this rule is requested to comply with this rule voluntarily for the benefit of the neighborhood. Replacement antennas or dishes (replacements of an antenna or dish installed prior to adoption of these rules) are *not* "grandfathered" and must comply with these rules. After the date of adoption of this rule, should an owner fail to install an antenna or dish according to the highest priority location noted above, upon request of the association, an owner must provide confirmation from an industry professional reasonably acceptable to the association that placement of the antenna at the location(s) higher on the priority list would have precluded a quality/viable signal or would have unreasonably increased the cost of installation. If evidence indicates that a quality/viable signal is achievable at a higher priority location, and the initial installation of the antenna or dish at this location would not have unreasonably increased the cost of installation over and above the cost of installation at its location, the owner must at the owner's expense move the dish or antenna to the highest priority location at which a quality/viable signal is achievable.

EXHIBIT "B"  
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**SECTION I. FLAGS**

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both, absent prior written permission from the Board, which may be granted or denied in the Board's sole discretion.
2. Prior Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Board. An Owner desiring to display a permitted flag must submit plans to the Board for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's Board shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. Additional Requirements Related to Flags.
  - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
  - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flagpole.
  - c. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
  - d. Flags must never be flown upside down and must never touch the ground.
  - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
  - f. If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size.
  - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
  - h. Only all-weather flags may be displayed during inclement weather.
  - i. Flags must be no larger than 3'x5' in size.
  - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
  - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish



appropriate to the materials (per the discretion of the Board) used in the construction of the mount or flagpole and harmonious with the dwelling.

5. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
  - a. No more than one flagpole may be installed on a Lot;
  - b. The flagpole must be free-standing and installed vertically;
  - c. The flagpole must be no greater than 20 feet in height measured from grade level;
  - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
  - e. Unless otherwise approved by the Board, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The Board may require the pole to be installed on a particular side or otherwise require a particular location;
  - f. No trees may be removed for pole installation; and
  - g. An Owner must ensure that external halyards (hoisting ropes) used in combination with a flagpole do not create an unreasonable amount of noise.
6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

## **SECTION II. SOLAR ENERGY DEVICES**

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Board. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
  - a. threaten the public health or safety;
  - b. violate a law;
  - c. are located on property owned by the Association;

- d. are located in an area owned in common by the members of the Association;
  - e. are located in an area on the property Owner's property other than:
    - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
    - ii. in a fenced yard or patio owned and maintained by the Owner;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the Board; or
  - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the Board may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
- a. extend no higher than or beyond the roofline;
  - b. be located only on the back of the home – the side of the roof opposite the street. The Board may grant a variance in accordance with state law if the alternate location is substantially more efficient<sup>2</sup>;
  - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
  - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Additional provisions regarding shingles. Except as otherwise authorized in writing by the AC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the AC will not deny an application for shingles if the shingles are:
- a. Designed primarily to:
    - i. be wind and hail resistant;
    - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
    - iii. provide solar generation capabilities; and
  - b. When installed:
    - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and
    - iii. match the aesthetics of the property surrounding the Owner's property.

### **SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

- 1. Pre Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section.
- 2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
  - a. on property owned by the Association;

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<sup>2</sup> If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the Board of all energy production calculations. All calculations must be performed by an industry professional.

- b. on property owned in common by the members of the Association; or
  - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the Board.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

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

#### **SECTION IV. RELIGIOUS DISPLAYS**

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

such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

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

#### **SECTION V. RECORD PRODUCTION**

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
  - a. sufficient detail to describe the books and records requested, and
  - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
  - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
  - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
  - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
  - a. Paper copies - 10¢ per page
  - b. CD - \$1 per disc
  - c. DVD - \$3 per disc
  - d. Labor charge for requests of more than 50 pages - \$15 per hour
  - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - f. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:

- a. Owner violation history
  - b. Owner personal financial information
  - c. Owner contact information other than the owner's address
  - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

#### **SECTION VI. RECORD RETENTION**

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

#### **SECTION VII. PAYMENT PLANS**

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section relating to payment plans is January 1, 2012.
2. Eligibility for Payment Plan.
- Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only* if:
- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
  - b. The Owner requests a payment plan no later than 30 days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
  - c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

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

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
  - a. Term. Standard Payment Plans are for a term of 6 months. (See also Paragraph 6 for Board discretion involving term lengths.)
  - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The association may require ACH (automated/auto debit) payments under any plan.
  - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
  - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 10% (see also Declaration §5.8) all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
  - e. Contact information. The Owner will provide relevant contact information and keep same updated.
  - f. Additional conditions. The Owner will comply with such additional conditions as stated in the plan document.
  - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe referenced in Paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. The Association's Board may vary the obligations imposed on Owners under these rules on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Paragraph 3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

### **SECTION VIII. VOTING**

1. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
2. Deadline for Return of Voting Paperwork. The Board may establish a deadline, which may be communicated on the proxy form, absentee ballot, or otherwise communicated to the membership, for return of electronic ballots, absentee ballots, proxies, or other votes.

### **SECTION IX. TRANSFER FEES**

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

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

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

## **SECTION X. EMAIL ADDRESSES**

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

## **SECTION XI. STANDBY ELECTRIC GENERATORS**

1. **General.** Unless otherwise approved in writing by the Board, which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator on the common area or any other property owned or maintained by the Association.
2. **Scope of Rule.** Only a standby electric generator may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:
  - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
  - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
  - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
  - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
  - e. Permanently installed on a lot.
3. **Conflict with Other Provisions.** Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.
4. **Prior Approval Required.** Prior to the installation of any standby electric generator (or any part thereof), an owner must receive written approval the Board. Owners wishing to install standby electric generators must submit plans and specifications to the Board. The following requirements apply to plans and specifications:



- a. An owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets.
  - b. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side lot line.
  - c. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials; etc.) and necessary to ensure compliance with this rule must also be provided.
5. Installation. The following installation requirements apply to standby electric generators:
- a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
  - b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
  - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
  - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
  - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rule and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
  - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. Maintenance. The following maintenance requirements apply to standby electric generators:
- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
  - b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
  - c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.
7. Location. The following requirements apply to the location of a standby electric generator:
- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home) in an area that is not visible from the street, any common area, or any other lot from ground level (i.e. not visible from the first story or yard of any neighboring home.)
  - b. The Board has no duty to but may in its discretion authorize a variance to allow the generator to be located in an area other than as described in subsection (a) if

- the Board deems that a variance is appropriate for topographical or other considerations, and a plan for adequate screening of the generator is submitted and approved<sup>3</sup>.
- c. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
  - d. No portion of the generator may be installed within any applicable setback.
8. Screening. If the owner proposes to install the generator in an area that is visible from the street, another residence, or the common area, the owner's plans submitted for approval must detail the proposed screening, including dimensions and type of all landscaping (as-installed dimensions), and color, materials, and dimensions of any proposed screening structures. As installed the generator must be wholly screened from view of any street faced by the dwelling, any adjoining residence (from ground level), and any common area.
9. Allowable Use. A standby electric generator may not be used to generate substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

## **SECTION XII. POLITICAL SIGNAGE**

Political signs are allowed only under the following criteria:

Signs can be no greater than four feet by six feet in size (and no greater than 24 square feet total) and must be ground-mounted. An owner may only display political signs on property owned by him (for example, signs are forbidden in the common area). A maximum of one sign per each candidate or ballot item may be displayed on any lot. Political signs may only be displayed during the following time period: 90 days before the date of the election to which the sign relates, and 10 days after the election date. Only signs for candidates and ballot items for a particular election are allowed.

The following signs are prohibited:

- Signs containing roofing material, siding, paving materials, natural or artificial flowers or other landscaping items
- Signs containing one or more balloons
- Signs with lighting
- Signs with any building, landscaping, or non-standard decorative components
- Signs that are attached in any way to landscaping/plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object (signs must be ground-mounted only)

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1. Also, per state law, the Board will authorize a variance to install the generator in an alternate location if the owner can document in a format reasonably acceptable to the Board that locating the generator in the rear yard area will increase the cost of installing the generator by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. If an owner is entitled to a variance under this provision, the screening requirements outlined in this rule remain applicable.

- Signs that involve painting of architectural surfaces
- Signs that threaten the public health or safety (for example, signs that block a driver's view)
- Signs that contain language, graphics, or any display that would be offensive to the ordinary person
- Signs accompanied by music or other sounds, or by streamers, or that are otherwise distracting to motorists

Per state law, the Association may remove and discard sign displayed in violation of this rule.

**After recording, please return to:**

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

File Server:CLIENTS:Villa Serena:RulesAmendRestate5-18VillaSerena.docx



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*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

May 03 2018 09:04 AM

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