



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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STATE OF TEXAS §
COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS
OF
VILLA SERENA, INC.
Rules -2021**

Document reference. Reference is hereby made to that certain Forest Mesa Fourth Amended Declaration of Restrictions, filed of record in Vol.09713, Pg. 0747 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is hereby made to that certain Amendment and Restatement of Bylaws of Villa Serena, Inc., previously adopted by the Association, filed of record in Document No. 2018067561 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Bylaws**").

Reference is hereby made to that certain Amended and Restated Rules and Regulations for Villa Serena, Inc. previously adopted by the Association, filed of record as Document No. 2018067555 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of VILLA SERENA, INC. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Section 4.2 (A) of the Bylaws and state law; and

WHEREAS the Board has voted to adopt the rules set forth in Exhibit "A" to supplement the previously-recorded Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit "A" control.

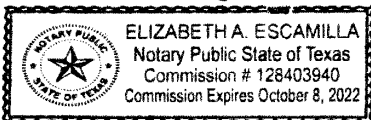
THEREFORE, the attached amendment to the Rules has been, and by these presents is, adopted and approved.

VILLA SERENA, INC.
Acting by and through its Board of Directors

Harvey M. Paskin
NAME: HARVEY M. PASKIN
TITLE: Chairman HOA
Exhibit "A": Rules

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §
This instrument was acknowledged before me on the 1st day of September, 2021, by Harvey M. Paskin in the capacity stated above.



Elizabeth A. Escamilla
Notary Public, State of Texas

EXHIBIT "A"

**RULES OF
VILLA SERENA, INC.**

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SECTION IV. RELIGIOUS DISPLAYS

1. **General.** The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief¹.
2. **Prohibited Items.** No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law²;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be installed on property owned or maintained by the association;
 - e. be installed on property owned in common by two or more members of the association;
 - f. be located in violation of any applicable building line, right of way, setback, or easement; or
 - g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
3. **Parameters.** All religious displays must be located within 10' of the dwelling's frontmost building line (i.e. within 10' of the front facade of the dwelling.) Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for displays on any exterior door or door frame of the home that are 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the

¹ Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

² Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.

4. Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations. Unless otherwise provided by the Declaration, Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.
5. Other displays. Non-religious displays are governed by other applicable governing document provisions.
6. Removal. The Association may remove or cause to be removed any item in violation of the terms and provisions of this policy.

SECTION IX. TRANSFER FEES

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate pursuant to Texas Property Code Ch. 207, 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 associated with a transfer of property. 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 the transfer, including association record update fees 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 amount³.

SECTION XIII. PARKING

All vehicles parked on the Property must have a current vehicle registration sticker. No vehicle may be parked on the Property with any fluid leak. Vehicles may not be parked in a manner that blocks or impairs access to garages or assigned parking spaces. Vehicles may not be parked for storage on the Property; all vehicles parked on the property must be driven on a regular basis. Vehicles not driven on a regular basis may be deemed abandoned by the board in its discretion. No vehicle in a state of disrepair (flat tires, etc.) may be parked on the property.

Any violation of these parking rules subjects the offending vehicle to towing in accordance with state law, in addition to other enforcement remedies available.

NO PARKING IN FIRE LANES. PARKING IN MARKED FIRE LANES SUBJECTS VEHICLES TO TOWING WITHOUT FURTHER NOTICE

³ To the extent of any conflict with any prior transfer fee rule terms, the language of this rule supersedes.

SECTION XIV. SECURITY MEASURES

Please note: most all green space in the HOA is common area and fencing is not allowed to be installed in common area. This is language to address state statutory provisions and should not be interpreted to mean that fencing is allowed in green spaces.

1. **General.** The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighbor for all neighbors to enjoy. "Security measure" means any improvement designed to prevent criminals' access to the home or criminal acts involving the home. In the event of a question as to whether a requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.
2. **Cameras.** Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner's home⁴, may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2'. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible⁵.
3. **Perimeter fencing.** Perimeter fencing when used in this Section means any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48" in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the association's architectural review body. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.

Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing, all portions of such fencing must be black in color, and must have the following specifications: pickets 1.75" square; rails 1.5" square; standard posts 2.5" square; picket spacing of at least 3" and not more than 4"; post spacing at least 8' on center; height of between 48" and 60"; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material.

4. **Parameters; Plans and specifications.** Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory

⁴ For example cameras may not be mounted on a pole in the yard.

⁵ For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed.

instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

SECTION XV. BID PROTOCOL FOR PROJECTS EXCEEDING \$50,000

In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work⁶, the association will solicit bids or proposals in accordance with the provisions of this Section. The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids⁷ for the project based on a consistent scope of work presented to the would-be bidders. The board will review any bids and make a final decision on to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or using a different service provider would void one or more warranties.

SECTION XVI. COLLECTION PROTOCOL

The Board of the Association is charged with overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. Late fees and collection costs may be charged for unpaid amounts. The Association has engaged the services of a professional association management company (including all agents of management company, "Manager") to perform day-to-day administrative tasks on behalf of the Association and may or has engaged a law firm ("Firm") to provide collection services through a licensed attorney. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay and expense.

The Board hereby authorizes Manager and any successor management companies/management company agents retained by the Association with the authority to communicate with any Firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the Firm, for all successive collection steps to be carried out by the Firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol⁸. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

SECTION XVII. LEASING INFORMATION

⁶ This protocol is n/a for example to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures.

⁷ But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

⁸ This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.

To the extent leasing is authorized under other dedicatory instruments, in addition to any other information required by any dedicatory instrument to be provided regarding leasing, the following information must be provided to the Association within seven days of the owner entering into any lease for the owner's property:

*contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants); and

*the commencement date and term of the lease

SECTION XVIII. INDEMNIFICATION

All agents of the association, including committee members, acting in their capacity as such shall be indemnified by the association in the same manner as directors and officers pursuant to Bylaw Article XV.

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