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Rebecca Guerrero, County Clerk  
Travis County, Texas  
Jul 28, 2022 01:42 PM Fee: \$38.00  
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\*Electronically Recorded\*

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS  
OF  
NORTH PARK PATIO HOME OWNERS ASSOCIATION, INC.  
Rules Amendment**

**Document reference.** Reference is hereby made to that certain Enabling Declaration for Establishment of a Condominium for North Park Patio Homes, filed at Vol. 9305, Pg. 725 in the Real Property Records of Travis County, Texas (together with all corrections, amendments and supplements filed of record, the "Declaration").  
Reference is further made to the Bylaws of North Park Patio Homes, attached as Exhibit B to the Declaration filed at Vol. 9305, Pg. 725 in the Real Property Records of Travis County, Texas (the "Bylaws").  
Reference is further made to that certain Adoption of Rules and Regulations of North Patio Home Owners Association, Inc. filed as Document No. 2011136574 in the Official Public Records of Travis County, Texas (together with all corrections, amendments and supplements filed of record, the "Rules").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of NORTH PARK PATIO HOME OWNERS ASSOCIATION, 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 Texas Property Code Ch. 82; 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.**

**NORTH PARK PATIO HOME OWNERS ASSOCIATION, INC.**  
Acting by and through its Board of Directors  
Filed of record in accordance with Texas Property Code Ch. 202 by  
Niemann & Heyer LLP, attorneys and authorized agents

*Connie N. Heyer*  
NAME: Connie N. Heyer

Exhibit "A": Rules

**Acknowledgement**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2022, by  
Connie N. Heyer in the capacity stated above.

*Elizabeth A. Escamilla*  
Notary Public, State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys at Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



EXHIBIT "A"

RULES OF  
NORTH PARK PATIO HOME OWNERS ASSOCIATION, 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 belief<sup>1</sup>.
2. Prohibited Items. No religious item(s) displayed may:
  - a. threaten the public health or safety;
  - b. violate a law<sup>2</sup>;
  - 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 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.

Other displays. Non-religious displays are governed by other applicable governing document provisions

<sup>1</sup> 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.

<sup>2</sup> 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.

**SECTION VII. RECORD PRODUCTION**

1. 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.
  
2. 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 on 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.
  
3. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
  
4. 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 January 2021, 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
  
5. 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 including the owner's address
  - d. Information relating to an Association employee, including personnel files
  
6. 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 VIII. RECORD RETENTION**

1. 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

2. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

**SECTION IX. 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, and other steps consistent with Firm's standard collection protocol<sup>3</sup>. 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.

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<sup>3</sup> 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.