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Rebecca Guerrero, County Clerk  
Travis County, Texas

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STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS**  
**OF**  
**NEELY'S CANYON OWNERS ASSOCIATION, INC.**  
*Rules 2021*  
*Articles of Incorporation*

**Document references.** Reference is hereby made to that certain Condominium Declaration for Neely's Canyon Condominiums filed at Vol. 8054, Pg. 602 of the Condominium Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Declaration**").  
Reference is further made to the "By-Laws of Neely's Canyon Owners Association, Inc." attached to the Recordation of Bylaws Neely's Canyon Owner's Association, Inc. filed as Document No. 2008156790, in the Official Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Bylaws**").  
Reference is further made to Amendment and Consolidation of Rules and Regulations of Neely's Canyon Owners Association, Inc. filed as Document No. 2019102987, in the Official Records of Travis County, Texas (together with any amendments and supplements thereto, the "**Rules**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of NEELY'S CANYON 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. The previously-adopted Articles of Incorporation, attached hereto as Exhibit "B", are also being filed of record herewith.**

**NEELY'S CANYON 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

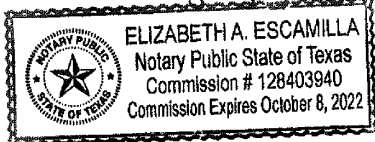
*Gregory Boyle*  
NAME: Gregory Boyle

Exhibit "A": Additional Rules  
Exhibit "B": Articles

Acknowledgement

STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of August,  
2022, by Gregory Boyle 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  
NEELY'S CANYON OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

- 29. Record Production
- 30. Record Retention
- 31. Religious Displays
- 32. Pool Enclosure Fencing
- 33. Collections Protocol

**29. 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.

### 30. RECORD RETENTION

1. Record Retention. The Association will keep the following records for at least the following time periods:
- Contracts with terms of at least one year; 4 years after expiration of contract
  - Account records of current Owners; 5 years
  - Minutes of Owner meetings and Board meetings; 7 years
  - Tax returns and audits; 7 years
  - Financial books and records (other than account records of current Owners); 7 years
  - 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.

### 31. 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:
- threaten the public health or safety;
  - violate a law<sup>2</sup>;
  - contain language, graphics, or any display that is patently offensive to a passerby;
  - be installed on property owned or maintained by the association;
  - be installed on property owned in common by two or more members of the association;
  - be located in violation of any applicable building line, right of way, setback, or easement; or
  - 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.

<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.

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

### 32. POOL ENCLOSURE FENCING

1. "Pool enclosure" means a fence that:
  - a. surrounds an existing approved water feature including a swimming pool or spa;
  - b. consists of transparent mesh or clear panels set in metal frames;
  - c. is not more than 6' tall at any point; and
  - d. is designed not to be climbable.
2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an alternate color but has no duty to do so.
4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
5. All pool enclosures must be maintained in a neat and attractive condition.
6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

### 33. 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.



ARTICLES OF INCORPORATION  
OF  
NEELY'S CANYON OWNERS ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

FILED  
In the Office of the  
Secretary of State of Texas

APR 20 1983

Clerk F  
Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act") do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

NAME

The name of the Corporation is NEELY'S CANYON OWNERS ASSOCIATION, INC.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation and maintenance of a Condominium Project, as provided in the Condominium Declaration of NEELY'S CANYON CONDOMINIUMS (hereinafter referred to as the "Declaration"), located in Travis County, Texas.

2. The general purposes and powers are:

a. To promote the common good, health, safety and general welfare of the residents within the Property;

b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from time to time, and recorded or to be recorded in the Office of Public Records of Real Property in the Office of the County Clerk of Travis County, Texas, the Declaration being incorporated herein by reference for all purposes;

c. To enforce applicable provisions of the Declaration, By-Laws, any rules and regulations of the Corporation and any other instrument for the management and control of the Property;

d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements (as defined in the Declaration) and facilities; to employ personnel reasonably necessary for administration and control of the Common Elements, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

e. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

f. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for

public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

g. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

h. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 1006 MoPac Circle, Austin, Texas 78746, and the name of its initial registered agent at such address is Larry Peel.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons are:

| <u>NAME</u>      | <u>ADDRESS</u>                               |
|------------------|--|
| Larry Peel       | 1006 MoPac Expressway<br>Austin, Texas 78746 |
| Carolyn Davidson | 1006 MoPac Expressway<br>Austin, Texas 78746 |



Fredda Anderson

1006 MoPac Expressway  
Austin, Texas 78746

At the first (1st) annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to five (5).

ARTICLE VII

INCORPORATORS

The name and street address of each incorporator is:

| <u>NAME</u>      | <u>ADDRESS</u>                               |
|------------------|--|
| Larry Peel       | 1006 MoPac Expressway<br>Austin, Texas 78711 |
| Carolyn Davidson | 1006 MoPac Expressway<br>Austin, Texas 78711 |
| Fredda Anderson  | 1006 MoPac Expressway<br>Austin, Texas 78711 |

ARTICLE VIII

MEMBERSHIP

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Unit Owners in the Condominium Project shall be as set out in the Declaration. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject to the Declaration, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

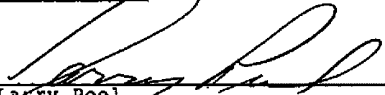
ARTICLE IX

DISSOLUTION

The Corporation may be dissolved in accordance with the limitations set out in the Declaration. The Corporation is one

which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the Directors shall dispose of the Property and assets of the Corporation in such manner as they, in the exercise of their discretion (as set out in the Declaration) deem appropriate; provided, however, that such disposition shall be exclusively in the furtherance of the object and purposes for which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

IN WITNESS WHEREOF, we have hereunto set our hands this 19<sup>th</sup> day of April, 1983, A.D.

  
Larry Peel


  
Carolyn Davidson

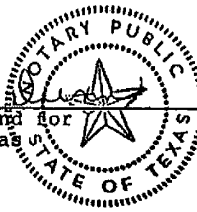
  
Fredda Anderson

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 19<sup>th</sup> day of April, 1983, A.D., personally appeared before me Larry Peel, Carolyn Davidson and Fredda Anderson, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
the date and year above written.

  
\_\_\_\_\_  
Notary Public in and for  
Travis County, Texas  
JUDY DUNN  
Notary Public In And For State Of Texas  
My Commission Expires 12/30/85  
\_\_\_\_\_  
(Name Typed or Printed)



My Commission Expires:

\_\_\_\_\_

0801R/RCB