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STATE OF TEXAS

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COUNTY OF TRAVIS

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AMENDMENT OF RULES AND REGULATIONS  
OF  
GARDENS AT COVERED BRIDGE HOMEOWNERS ASSOCIATION

**Document reference.** Reference is hereby made to that certain Declaration of Gardens at Covered Bridge Condominium, filed as Document No. 2006077738 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 Bylaws of Gardens at Covered Bridge Homeowners Association, filed as Document No. 2006077739 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

Reference is further made to the Initial Rules & Regulations, Assessment Collection Policy, Fining Policy, Utility Shut-Off Policy, and Mold Policy, attached to the Gardens at Covered Bridge Community Manual, filed as Document No. 2006077740 in the Official Public Records of Travis County, Texas (cumulatively and together with any amendments or supplements, the "Rules").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of Gardens at Covered Bridge Homeowners Association (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 82.102(a) of the Texas Uniform Condominium Act, and has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously-adopted Rules;

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

Subject solely to the amendments contained in Exhibit "A", the Rules remain in full force and effect.


**GARDENS AT COVERED BRIDGE HOMEOWNERS ASSOCIATION**

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:

  
Marilyn Lindgren,  
President

Signature:

Printed Name:

Title:

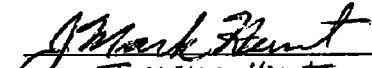
  
J. MARK HUNT  
Secretary

Exhibit "A": Additional Rules

Acknowledgements

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was executed before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ in the capacity stated above.

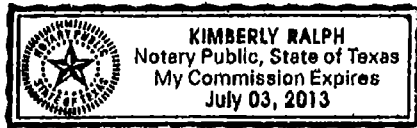
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 3 day of May,  
2012, by Mark Hunt in the capacity stated above.

Kimberly Ralph  
Notary Public, State of Texas



## EXHIBIT "A"

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### DEFINITIONS

1. "Owner:" an owner as defined in the governing documents, or a "Member" as defined in the governing documents. If there are no such definitions, an owner means a person or entity holding a fee simple interest in any portion of the property that is subject to the Declaration (other than common elements).
2. "Managing agent:" the entity responsible for managing the affairs of the Association, or the "Association manager."

### SECTION I. FLAGS

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Locations. An Owner may display flags and install related improvements (e.g., lighting, flagpoles, etc.) only on property classified as part of a Unit that is maintained exclusively by the Owner and only in compliance with this Section. An Owner may not display flags on the Common Elements (limited or general), on any portion of the Unit maintained by the Association, or on any other lands or elements owned or maintained by the Association. All parts of the installation must be fully contained within those portions of the Unit that are maintained solely by the property Owner (e.g., a flag or related installation may not extend out over a Common Element area).
3. Approval Required. All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Board and by the architectural control committee of the "master" Covered Bridge Property Owners Association (collectively, the architectural control authority, or the "ACA"). An Owner desiring to display a permitted flag must submit plans to the ACA 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 ACA 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. The Owner may not begin construction or installation until the Owner receives written approval from the ACA.
4. 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, addition (such as a mesh extension), 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.
5. Materials and Appearance of Flag Mounts and Flagpoles. Flag mounts and flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (at the discretion of the ACA) used in the construction of the mount or flagpole and harmonious with the dwelling.
6. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed in a permitted location.
- a. No more than one flagpole may be installed per Unit;
  - 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 flagpole must have a dull or dark finish;
  - e. 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 building setback requirements;
  - f. Unless otherwise approved by the ACA, the pole must be located 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 (so that the distance between the pole and the side-most point of the home is no more than 10 feet, and the distance between the pole and the front-most point of the home is no more than 10 feet). The ACA may require the pole to be installed on a particular side or otherwise require a particular location;
  - g. No trees may be removed for pole installation; and
  - h. An Owner must ensure that external hardware, halyards (hoisting ropes), trucks, rings, and snaps used in combination with a flagpole do not create an unreasonable amount of noise.
7. Lighting of Flag Displays. An Owner desiring to install any light(s) for the purpose of illuminating a flag must include plans (in accordance with Paragraph 3 above) to the ACA and receive the ACA's written approval before beginning installation. 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. Security flood lights, spot lights, or any other light not specifically installed to illuminate a flag (and included in the Owner's submission of plans to the ACA and approved in writing by the ACA) may not be oriented toward a displayed flag.
8. 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 time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated (torn, faded, holes, or frayed) or unsafe condition as determined by the ACA 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. **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. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACA. 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. The Owner may not begin construction or installation until the Owner receives written approval from the ACA.
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. **Prohibitions.** 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 (i.e., the Common Elements);
  - e. are located on the Owner's Unit, other than:
    - i. on the roof, if the roof is part of the Unit and is maintained exclusively by the Owner; or
    - ii. in a fenced yard or patio that is part of the Unit and maintained exclusively by the Owner, if any;
  - f. are installed in a manner that voids material warranties;
  - g. are installed without prior approval by the ACA; 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 ACA may require removal of any device in violation of this requirement.* The ACA may attempt to contact the Owners of adjoining and other properties in close proximity (adjoining properties will include all properties sharing a boundary line with the applicant, including those that would share a boundary line but for a street) and provide them with a copy of the plans and determine their opinion as to whether they might consider the device(s) an unreasonable interference with their use and enjoyment of their property.

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

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. **Approval Required.** Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association's ACA (see Paragraph 4 below), and only in accordance with the restrictions described in this Section.
3. **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;

- b. on property owned in common by the members of the Association (i.e., the limited or general Common Elements); or
  - c. if a yard area is part of the Unit, in such yard area between the front of the Owner's residence and an adjoining or adjacent street.
- 4. 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 ACA.

Owners wishing to install such systems must submit plans: (a) showing the proposed location, color(s), material(s), shielding, and dimensions of the proposed improvements; (b) identifying any part of the installation that will be visible from the street, another Unit, or a Common Element area; and (c) indicating how far (in feet and inches) the improvement(s) will be from the side, front, and back boundary lines of the Owner's Unit.
- 5. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
  - a. are of a color inconsistent with the color scheme of the Owner's residence;
  - 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.
- 6. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard area that is part of a Unit or otherwise will be visible from the street, another Unit or the Common Elements, the Association may impose restrictions on the size, type, materials, and shielding of the improvement(s), whether through denial of plans or conditional approval of plans.

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

- 1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
- 2. General. State statute allows an Owner to install certain religious displays in the Owner's entry, and further allows the Association to impose certain limitations on such entry displays. This Section 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 3 below. Permitted "religious items" are limited to those items for which display is motivated by the resident's sincere religious beliefs.
- 3. 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.
- 4. Remedies for Violation of this Section. Per state statute, if a religious item 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.

5. 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 ACA has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose other restrictions on the display of such 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. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.
6. 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. 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 selling Owner's responsibility to determine the then-current fees. At the time this Rule was adopted, transfer fees include a reserve-supplementation fee of \$500. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Unit's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

Resale certificates must be issued as a matter of law in conjunction with all condo sales, with the exception of sales from the original developer (a/k/a, the "declarant"), and must be provided by the selling Owner to the prospective buyer. (*See Texas Property Code §82.157.*) If a resale certificate is not requested and a sale/transfer occurs, all fees related to the sale/transfer and the Association's need to update its records 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.

The Association's fee schedule may include (without limitation) fees related to: issuance of a resale certificate, questionnaires requested from lenders/title companies, statements of account, resale certificate updates, working capital fee due at closing, or other such fees.

#### **SECTION VI. EMAIL ADDRESSES**

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. 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, whether 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 in order to receive Association emails.
3. 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. The notice 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 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 VII. 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, ballot, or otherwise communicated to the membership, for return of ballots, proxies, or other votes.

#### **SECTION VIII. MANAGING AGENT'S ADDRESS**

At the time these rules were filed, the current address of the Association's managing agent is:

Community Association Management, Inc.  
11183 Circle Drive, Ste. D  
Austin, TX 78736



**After recording, please return to:**

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

Fileserver:CLIENTS:Gardens@CvrdBridge:RulesAmendPcr2011Laws10-11.doc



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

**DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

**June 14 2012 03:35 PM**

**FEE: \$ 48.00 2012095895**