

STATE OF TEXAS

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2021095873

COUNTY OF TRAVIS

§

**AMENDMENT OF RULES AND REGULATIONS  
OF  
THE OVERLOOK AT RIVER PLACE PROPERTY OWNERS' ASSOCIATION**

*(Regarding Collections Policy, Payment Plan Policy, Records Production Policy,  
Records Retention Policy, Enforcement and Fine Policy, Rules Relating to Certain  
Installations, Firewise Policy, Collection Directive)*

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for The Overlook at River Place, A Subdivision in Travis County, Texas, recorded at Volume 12283, Page 0039, of 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 The Overlook at River Place Property Owners' Association, filed as Document No. 1999158084, and the First Amendment to Bylaws filed as Document No. 2021206378, both of the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Bylaws**").

Reference is further made to the Notice of Dedicatory Instruments of The Overlook at River Place Property Owner Association, Inc., filed as Document No. 2012017038, and the Notice of Dedicatory Instruments of The Overlook at River Place Property Owners' Association, Inc. (Roof Tile Replacement Policy), filed as Document No. 2014127235, and the Collection Policy, filed as Document No. 2020056588, all of the Official Public Records of Travis County, Texas (together with any amendments or supplements, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of The Overlook at River Place Property 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 Section 8 of the Bylaws, and has previously adopted Rules; and

WHEREAS the Board has voted to REPEAL all of the policies contained in the Notice of Dedicatory Instruments filed as Document No. 2012017036, being Exhibit "A" (Collections Policy), Exhibit "B" (Payment Plan Guidelines), Exhibit "C" (Records Production Policy), Exhibit "D" (Records Retention Policy), Exhibit "E" (Resale Certificate Policy), Exhibit "F" (Enforcement and Fine Policy), Exhibit "G" (Rules Relating to Certain Installations), and Exhibit "H" (Firewise Policy, dated May 6, 2011) and REPLACE said policies with the Rules and Regulations attached hereto as Exhibit "A"; and

WHEREAS the Board has voted to REPEAL the Collection Directive, filed as Document No. 2020056588, and REPLACE it with the Collection Directive attached as Exhibit "B"; and

THEREFORE the Notice of Dedicatory Instruments filed as Document No. 2012017038 is hereby REPEALED and REPLACED with the Rules and Regulations attached as Exhibit "A", which has been, and by these presents is, ADOPTED and APPROVED; and

THEREFORE the Collection Directive filed as Document No. 2020056588 is hereby REPEALED and REPLACED with the Collection Directive attached as Exhibit "B", which has been, and by these presents is, ADOPTED and APPROVED.

Subject solely to the amendments contained herein, the Rules remain in full force and effect.

**THE OVERLOOK AT RIVER PLACE PROPERTY OWNERS' ASSOCIATION**

Acting by and through its Board of Directors, and executed by Patrice Arnold, as attorney in fact

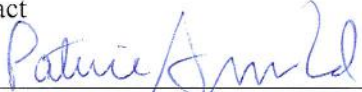
  
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Patrice Arnold  
Arnold and Associates, PC  
Attorney in Fact

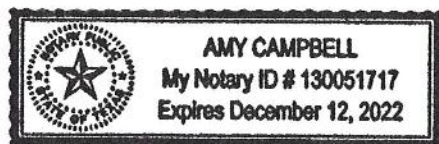
Exhibit "A": Rules & Regulations  
Exhibit "B": Collection Directive

**Acknowledgement**

STATE OF TEXAS                   §

COUNTY OF TRAVIS           §

This instrument was executed before me on the 27<sup>th</sup> day of April, 2021 by  
Patrice Arnold in the capacity stated above.



  
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Notary Public, State of Texas

**After Recording, Return to:**

Certified Management of Austin  
101 River Hills Dr.  
Georgetown, TX 78628

## EXHIBIT "A"

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### SECTION I. COLLECTION POLICY

#### Summary of Collection Process

1. Assessments due within 15 days of due date (or invoice date if no due date stated)
2. Interest at 10% charged as of date of delinquency
3. Late fee assessed in an amount determined by the Board. Late fees are \$10 per month of delinquency unless otherwise determined by the Board
4. Courtesy notice sent via email or mail, giving 30 days to pay
5. Certified mail notice sent providing final warning/notice as required by statute
6. Account turned over to attorney for formal collection action

*The board may vary from this policy on a case by case basis, including shortening or lengthening time periods for payment or eliminating or providing additional courtesy notices, provided that all statutory notice requirements are met.*

1. Purpose. The Board desires to adopt a standardized Assessment Collection Policy to set forth its determinations on such issues.
2. Scope. This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. The Policy.
  - a. Introduction. The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Association residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection Policy set forth below.

Per the Declaration the Association may collect, and has a lien for all amounts due, including

assessments, fees, interests, costs, and attorney's fees. The Association further has a lien for all costs of self-help remedies (Declaration Articles III and VIII).

- b. Due Dates. All assessments and other amounts due are due within 15 days of the due date, or if none given, within 15 days of the date the related invoice, ledger, or other notice is sent to the Member.
  - c. Non-sufficient Funds (NSF Fees). Checks, Automated Clearing House (ACH) payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the Board from time to time, in the minimum amount of \$25. Late fees shall also be assessed as appropriate.
4. Delinquency/Collection. Any assessment or other amount due not paid within 15 days of its due date (or if none given, within 15 days of the date that the related invoice, ledger, or other notice is sent to the Member) shall be deemed delinquent. Delinquencies shall be handled as follows:
- a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 10% per annum (see Declaration Article III, Section 7), until paid in full. In addition to interest, a late fee in an amount as determined from time to time by the Board may be assessed. In the absence of Board resolution to the contrary, late fees shall be \$10 per each month that a delinquent balance remains on the account. The owner is responsible for all costs of collection including attorney's fees.
  - b. Courtesy Notice of Delinquency. Once an assessment or other amount due becomes delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately, no later than 30 days after the date of the letter.
  - c. Final Letter After Courtesy Notice. If payment in full or other mutually satisfactory payment arrangements are not made at such time as the assessment balance reaches \$500 or the account is 3 months in arrears, the Association, acting through its managing agent, shall send notice via certified mail, return receipt requested and otherwise complying with the requirements of Texas Property Code §209.0064 (including giving the owner a final 30 days to cure the delinquency prior to the account being turned over to an attorney.)
  - d. Formal Collection Action. After the expiration of the 30-day cure period provided by law (§209.0064, Texas Property Code), the account shall be turned over to the Association's attorney to initiate formal collection action. Managing Agent shall copy the Board on all communication with the attorney. Unless otherwise determined by the Board, all attorney collection action is pre-authorized, including but not limited to sending a 30-day demand letter, filing of a Notice of Lien or similar instrument in the Official Public Records, and any other legal actions necessary with the exception of foreclosure. The Board is to approve any foreclosure actions including initiating and carrying out a foreclosure of the Association's lien against the Lot, in accordance with state-law notice and procedural requirements.

The Board of Directors of the Association is charged with the duty of overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. 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. This standardized collection policy is in the best interest of ensuring that collection procedures are applied consistently.

- e. Power of Sale. In conjunction with the Association's authority to foreclose its lien, the Association is vested with a power of sale. The President of the Association may act as trustee for any such sale and is granted the authority to designate one or more agents and/or substitute trustees to exercise the Association's power of sale in conjunction with foreclosure of the Association's lien.
- f. Authority to Vary from Policy. In handling delinquent amounts due, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstances involved, so long as the related action is in compliance with the Declaration and State law. Variances from policy may include adding additional courtesy letters, or omitting a courtesy letter, provided that at minimum all notice requirements of state law are met.
- g. Payment plans. Payment plans shall be offered as described in the Association's payment plan policy.
- h. Owner Rights During Delinquency. The Association may withhold from an owner the right to use/access Association amenities during the period of delinquency. The delinquency shall not affect the owner's right to vote or serve on the Board of Directors.
- i. Application of Payments. If an owner is in default under a payment plan or does not enter into a payment plan within 30 days of the Association's offering a payment plan, any payments thereafter made will be credited as follows:
  - 1) Collection costs and attorney fees
  - 2) Reimbursable expenses
  - 3) Delinquent assessments
  - 4) Late charges and interest
  - 5) Fines
  - 6) Current Assessments
- j. Partial or Conditional Payments. The Association will return to the owner all partial payments that are (1) delivered with a notation "payment in full" or comparable stipulation or (2) backdated to make it appear that a late payment was tendered on time.
- k. Managing Agent Authorization. If Association has engaged the services of a management company for the Association, to perform day-to-day administrative tasks on behalf of the Association, the management company is granted authority to carry out this policy including to communicate with legal counsel retained by the Association (including Board on any such correspondence). This authority notwithstanding, the management company representative shall communicate with the Board and/or certain designated officers on a routine basis with regard to collection actions. The Board reserves the right to establish further 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.



## **SECTION II. PAYMENT PLAN POLICY**

1. Offer of Payment Plan. A payment plan will be offered upon receipt of an Owner's written request. A payment plan will also be offered to an eligible owner prior to the Association sending the matter to an attorney for collection.

2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (see section 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 §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 along with a \$50 payment plan fee payable to the Association.

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 as follows:
  - a. Term. Standard Payment Plans are for a term of 6 months (see also section 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%, 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 expiration of the 30-day timeframe referenced above in section 2b. 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 attorney's 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 section 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 did 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 III. RECORDS PRODUCTION POLICY**

1. Request for Records. The owner or the owner's authorized representative must submit a written request by certified mail. 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. Inspection. The Association shall respond to a request for inspection within 10 business days by providing written notice of the dates and times during normal business hours that the inspection may occur.
  3. Copies. If copies are requested, and the Association is unable to produce the copies within 10 business days of the request, the Association must give written notice of that fact and state a date, within the next 15 business days, that the copies will be available.
  4. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
  5. Charges. The Association will charge for time spent retrieving, compiling, and producing all records based on the rates set forth below. The Association will charge for reproduction if copies are requested based on the rates set forth below. Those charges shall be the maximum amount allowed by the Statute. At the time this policy is adopted, the allowable rates of charge are:
    - a. Paper copies - 10¢ per regular page, SOC per oversize pages
    - 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. Document retrieval charges from off-site storage - actual cost
    - g. Postage - actual cost
- If the rates of charge allowed by statute change, that charge will automatically apply to Association records, without necessity of amending this policy.
6. Advance Payment. The Association may require advance payment of estimated costs. If the actual cost is less than the estimate, the Association shall refund the excess to the owner within 30 business days. If the actual cost is greater than the estimate, the owner shall pay the excess within 30 business days after the information is delivered to the owner. If the owner fails to reimburse the Association, the amount of the unpaid excess costs shall be added to the owner's account with the Association.
  7. Exempt Information. The Association shall not be required to provide information of the following types without the prior written consent of the person who is the subject of the information:
    - Owner violation history
    - Owner personal financial information
    - Owner contact information other than the owner's address



- Information relating to an Association employee, including personnel files
  - Information that is legally exempt/protected from disclosure, such as attorney-client communications and attorney work product
8. Summaries/Compilations. The duty to provide documents on request applies only to existing books and records. The Statute does not obligate the Association to create a new document, prepare a summary of information, or compile and report data.

#### **SECTION IV. RECORDS RETENTION POLICY**

1. Mandatory. The following time periods are mandated by statute:

Permanent records:

- Articles of Incorporation/Certificate of Formation and all amendments
- Bylaws and all amendments
- Restrictive Covenants and all amendments

7 years:

- Financial books and records
- Minutes of Owners' meetings
- Minutes of Board meetings
- Tax returns
- Audit records

5 Years:

- Account records of current owners

4 Years:

- Contracts with a term of one year or more shall be retained for 4 years after expiration of the contract term

2. Discretionary. The following periods are discretionary, and may be changed from time to time by Board resolution or by custom and practice.

4 Years:

- Insurance records
- Contracts for terms of less than one year - 4 years from the date of the contract
- Architectural applications and approvals
- Enforcement records
- Written ballots cast by owners relating to amendment of governing documents

2 Years:

- Inspection reports
- Accident reports
- General correspondence
- Employment records 2 years following termination
- Leases 2 years following termination

6 Months:

- E-mails
- Written ballots cast by owners other than those listed above.

## SECTION V. ENFORCEMENT AND FINE POLICY

### Remedies for Violations.

1. Remedies for Violations. This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
  - a. Suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
  - b. Record a notice of non-compliance in the County Official Public Records;
  - c. Levy a damage assessment against an owner;
  - d. Impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner; and
  - e. Assess a fine against the owner and the owner's lot.
2. Vicarious Liability. Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. Administrative Fee. The Association may charge an administrative fee of not more than \$25.00 per notice to defray the time and cost of processing violation notices.
4. Non-Exclusivity. These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, impose a fine, and charge manager's or attorney's fees incurred incident to enforcement.
5. Curable and Uncurable Violations; Threats to Public Health or Safety. A violation is uncurable if it has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Violations that are incurable include: shooting fireworks, noise that is not ongoing, holding a garage sale or other event prohibited by the Declaration. Violations that are curable include parking, maintenance, failure to perform construction in accordance with approved plans and specifications, and an ongoing noise violation, such as a barking dog. A threat to public health or safety means that the violation could materially affect the physical health or safety of an ordinary resident.
6. Imposition of Fines. The Board gives standing orders to the managing agent to apply this procedure and, if the Violation is not timely cured, impose fines according to the fine schedule set forth below. If the Violation is not within one of the categories shown on the schedule, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems relevant, including the nature of the Violation, its frequency, and effect on neighboring owners and properties.
7. Repeat Violations. The fine for a repeat Violation within 6 months will be higher than for the previous violation(s), as shown on the fine schedule.
8. Fine Period. As a general rule, fines for an incident will be imposed on a per occurrence basis.

Fines will be imposed on a daily or weekly basis if the Violation is of a continuous or ongoing nature.

9. Exceptions. The Board may depart from the foregoing guidelines and impose a fine at a greater rate, provided that the owner is notified in advance of the amount of the fine and given a reasonable opportunity to avoid it.

**Enforcement Procedure.** The following outlines the general enforcement procedure for Violations. Strict compliance is not necessary, as long as the Owner is given fair notice and all statutory conditions for enforcement have been met.

1. First Notice. The Association shall mail a courtesy notice letter to the Owner involved that identifies the alleged Violation, requests that it be corrected within a specified time, and advises of the remedies the Association can impose if non-compliance continues. This step shall not apply for repeat/recurrent Violations for which a notice was sent within the preceding 6 months or for violations that are uncurable or pose a threat to public health or safety.
2. Formal Notice. In the event the Violation is not corrected within the specified time, or recurs within 6 months, the Association shall give the Owner written notice by certified mail, return receipt requested, that:
  - a. Describes the Violation and states the remedy to be imposed, including amount and beginning date of the proposed fine;
  - b. Allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to Step 1), to cure the Violation and avoid imposition of the remedy; provided, this provision shall not apply if (i) the Owner was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months or (ii) the Violation is uncurable or poses a threat to public health or safety;
  - c. States that not later than the 30th day after the date the owner received the notice of Violation, the Owner may request a hearing before the Board to contest the matter;
  - d. Advises that the request for hearing must be in writing and delivered to the Association;
  - e. States that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing; and
  - f. Includes a provision notifying owner of special rights/relief available to persons on active military duty, such as the following:

If you or your spouse is serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app Section 501 *et seq*).
3. Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten days' advance written notice of the date, time, and place of the hearing.

4. Delivery of Notice. A certified mail letter that is returned to the Association due to the owner's failure or refusal to claim the letter shall be deemed received by the owner on the 5th day after the postmark date of the letter.
5. Notice of Fine. If a fine is imposed, the Association shall notify the owner of the levied fine within 30 days. This notice need not be sent by certified mail.
6. Payment. Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
7. Exemptions. The foregoing procedures do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

**Fine Schedule.**

	1st Offense	2nd Offense	3rd Offense
Unauthorized/unapproved construction	\$150.00	\$300.00	\$450.00
Unauthorized/unapproved changes to existing improvements	\$150.00	\$300.00	\$450.00
Violation of safety rules and restrictions (such as glass in pool area, fireworks, etc.)	\$150.00	\$300.00	\$450.00
Violation of usage rules and restrictions (such as vehicle parking, signage, trash, noise, nuisance, etc.)	\$150.00	\$300.00	\$450.00
Violation of maintenance rules and restrictions (such as landscape maintenance, failure to make repairs, deteriorating paint, woodwork/roofing, etc.)	\$150.00	\$300.00	\$450.00



## SECTION VI. RULES RELATING TO CERTAIN INSTALLATIONS

1. Installations Covered by this Rule. All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles, and flags, standby electric generators, and satellite dishes and antennae (collectively, the **Installations**) that are contained in or allowed by Property Code Chapter 202 (**Chapter 202**) and Texas Election Code Chapter 259 (**Chapter 259**), as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.
2. Placement on Association Property. An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.
3. Association Approval. All Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.
4. Rainwater Harvesting Systems. The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:
  - a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must be (i) located at the rear of the residence or other location not visible from the street, other lot, or common area, (ii) adequately shielded from view by fencing, foliage, or other means approved by the Association, and (iii) have storage tanks of a reasonable size, as determined by the Board of Directors in its reasonable discretion. These requirements shall be modified to the extent necessary to make such a system economically possible and technically feasible.
  - b. The rain barrel and harvesting system must be a color consistent with the color scheme of the residence.
  - c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
5. Solar Energy Devices. The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:
  - a. A Court rules the device is a threat to the public health or safety or violation of law.
  - b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.
  - c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or

(iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.

- d. The device is located in a fenced yard or patio and is taller than the fence line.
- e. The device, as installed, voids material warranties.
- f. The device was installed without prior approval by the Association.

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the Installation is properly designed, and (ii) after installation, that the Installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

6. Roofing Materials. Roofing materials designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the Association's discretion.
7. Religious Items. Exterior display of religious item(s) is permitted only at an entry door of a residence. In addition, (a) the display must be motivated by the resident's sincere religious belief and (b) the Installation shall not: (i) exceed 25 square inches in the aggregate for all religious displays on the door/doorframe, (ii) threaten public health/safety, (iii) violate a law, (iv) contain patently offensive language or graphics, or (v) extend past the outer edge of the doorframe.
8. Political Signs. The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 259:
  - a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.
  - b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.
  - c. Each sign must be ground mounted, and no sign may (i) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure

or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.

- d. The Association may remove a sign displayed in violation of these standards.

9. Flags and Flagpoles. The following additional restrictions apply to flags and flagpoles:

- a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).
- b. Flags must be displayed in accordance with applicable United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).
- c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.
- d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.
- e. No more than 1 free-standing flagpole(s), not to exceed 20 feet in height as measured from ground level, may be installed on each lot.
- f. No more than 1 building-mounted flagpole(s), not to exceed 6 feet in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.
- g. No more than 2 flags may be flown from any flagpole.
- h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.
- i. Exterior illumination of the flag(s) must be submitted for approval in the same manner as other exterior lighting.
- j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot.
- k. The flagpole must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or on property owned or maintained by the Association.
- l. The flagpole must be set back from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12-foot pole has a 15-foot setback and a 20-foot pole has a 25-foot setback.

- m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, or flag; the noise should not be discernable more than 25 feet from the flagpole.
10. Satellite Dishes and Antennas
- a. Exterior devices designed to receive or transmit over-the-air signals should be placed in the least conspicuous location on the lot where an acceptable quality broadcast signal can be obtained. Usually, that means that the device should be located to the rear of the main residence. The device should be screened from view of other lots and subdivision streets to the maximum extent possible, without (i) precluding reception of an acceptable quality signal or (ii) unreasonably increasing the cost of installing, maintaining, or using the device.
  - b. A reasonable time in advance of the proposed installation or relocation of such an exterior device, the Owner shall give written notice to the Association detailing the type of device, size, installed height, intended location, and type of screening to be used.
  - c. If the Association believes that the proposed installation/relocation complies with this Rule, no further action by the Owner or Association is necessary. If the Association believes that the proposed installation/relocation does not comply with this Rule, the Association shall promptly advise the Owner of the reason for non-compliance.
  - d. Notwithstanding the foregoing, satellite dishes that are more than one meter in diameter, and antennas that extend more than 12' above the roof line, are prohibited.
11. Standby Electric Generators
- a. Specifications. The device must be a standby electric generator, as that term is defined by the Statute. The device must be permanently installed, and may not be used to generate all or substantially all of the electric power to the residence or any other structure on the property, except when utility-generated electric power is interrupted.
  - b. Association Approval. The device must be approved, as to location and screening, by the Association in advance of installation. The Association shall not, however, impose any requirement as to location that increases the cost of installing the device by more than 10% or increases the cost of installing and connecting the fuel lines by more than 20%.
  - c. Location and Screening. The preferable location of the device shall be the rear yard, at least 10' from the property line. The device must be screened by a fence, wall, or landscaping so that it is not visible from the street, a neighboring residence, or common area. The device shall be placed on property owned or controlled by the owner, and in no event shall it be placed in an area owned or maintained by the Association.
  - d. Installation. Installation of the device and all connections (electrical, plumbing, and fuel sources) must be in compliance with the manufacturer's specifications and applicable governmental zoning, health, safety, electrical, and building codes, including rules and standards of the Railroad Commission of Texas. The connections must be done by licensed contractors.
  - e. Maintenance. The device and all fuel lines must be maintained in good condition, and any

deteriorated or unsafe component must be removed, repaired, or replaced promptly. Any testing of the device shall be done no earlier than 8am, and no later than 8pm, Monday through Saturday.



## **SECTION VII. FIREWISE POLICY**

**A. Firewise Policy and Guide.** The Board and Association are committed to ensuring the safety and security of the neighborhood, including Members and residents, their individual properties and the natural wildland assets of the neighborhood. This commitment specifically includes responsible stewardship of the 20.42 acres of common wildland areas on the southern and eastern borders of The Overlook. As such, the Board and Members and residents join together in developing and maintaining The Overlook at River Place Property Owners' Community Firewise Policy and Guide ("Firewise Policy") for The Overlook which protects our neighborhood and the surrounding community to the extent possible.

*Note: Under no circumstances does this Firewise Policy supersede any other policies, procedures, restrictions, covenants, bylaws, operating documents, and the like for the Association.*

### **1. Responsibilities of the Board.**

- a. Establish a Firewise Committee ("**Committee**") comprised of Members and residents charged by the Board to work together in support of implementing the Firewise Policy and other related requirements and identified by the Board.
- b. Work in partnership with the Committee and all Members and residents of the Association.
- c. Maintain up-to-date copies of the Firewise Policy.
- d. Keep Members and residents informed of the provisions of the Firewise Policy.
- e. Ensure conformity with the Firewise Policy and all other policies, procedures, restrictions, covenants, bylaws, operating documents, and the like for the Association.
- f. Assume responsibility for all issues related to the implementation and compliance with the Firewise Policy.

### **2. Responsibilities of the Committee.**

- a. Choose a representative of the Committee who will keep the Board up-to-date on Firewise-related issues.
- b. Provide recommendations to the Board and Members and residents that promote the health and safety of Members and residents and the mitigation of potential wildfire risks to Members and residents; Members' and residents' individual properties; and the Association Common Wildland property.
- c. Work in partnership with the Board to keep Members and residents informed of any changes or updates to the Firewise Policy.
- d. Ensure that, at a minimum, one Committee representative is certified as a Home Ignition Zone Assessor and remains current in such training on an annual basis. This does not limit other members of the Committee from becoming certified as a Home Ignition Zone Assessor.

- e. Encourage all Members and residents to coordinate with the Committee to complete an annual Firewise Home Ignition Zone Assessment (“**HIZ Assessment**”) of the property and exterior of their homes by a certified Committee member and/or other available resource experts.
  - f. Encourage all Members and residents to comply with the wildfire risk mitigation recommendations identified by the Firewise HIZ Assessor as soon as possible after the completion of the assessment.
  - g. Conduct an annual Community Wildfire Risk Assessment to identify any native fire hazards that may have developed and to assure that no property owner/resident-created fire hazards exist.
3. Responsibilities of Members, Residents and their Contractors and Guests.
- a. Comply with the provisions of the Firewise Policy.
  - b. Comply with any special directions issued by the Board and/or the Committee.
  - c. Comply with all Association and other policies, procedures, restrictions, covenants, bylaws, operating documents, and the like for the Association as well as the following:
    - Under no circumstances erect any structures in the Association common wildland property (e.g. sheds, gym sets, recreational areas, gardens, fire pits, etc.).
    - Under no circumstances perform any activities in the Association common wildland property (e.g. planting plants/trees/shrubbery/grasses, etc., or cutting/trimming/removing plants/trees/shrubbery/grasses, etc.), without first notifying the Board in writing (e.g. letter or email). Notification must include a formal written workplan and schematic diagram(s) of the intended work (“**Work Plan**”). Written authorization must be received from the Board prior to any work being performed in the Association Common Wildland property.
    - Under no circumstances conduct wildfire mitigation and fuel reduction activities between March 1 and August 31, the breeding period of the golden-cheeked warbler and black-capped vireo. These endangered species depend on juniper bark for nest materials and juniper density for avoiding predators.

*Note: Exceptions to this requirement may be authorized by the Board in the event of a designated drought period or when a designated fire hazard exists.*

    - Under no circumstances cut on or trim oak trees between February 1 and June 30, when the danger of spreading oak wilt is greatest.
  - d. Prior to planting/trimming/removing plants, trees, shrubbery or grasses, beyond customary/usual day-to-day lawn mowing, trimming of shrubbery, etc. on private property, Members and residents are encouraged to discuss their plans with the Committee which in turn will confer with the Board, in an effort to inform Members and residents of potential wildfire risks and promote consistent application of wildfire risk mitigation strategies and other policies, procedures, restrictions, covenants, bylaws, operating documents, and the

like for the Association.

- e. Members and residents have the legal right to trim tree branches on their properties and in the air space above their properties including up to the property line but may not go onto a neighbor's property or harm the health of a tree or other vegetation on the neighbor's property. For example, Members and residents have the legal right to trim branches of a tree or other vegetation if they hang over their property line but if the trimming seriously injures the tree or other vegetation, the Member or resident will be liable for any damage done. Similarly, if a Member or resident uses a chemical in his or her yard to destroy unwanted roots, and the chemical seeps onto a neighbor's property and kills a tree or other vegetation, the Member or resident may be liable.

**B. General Firewise USA Recommendations.** In addition to any specific advice from the Board and the Committee, Members and residents are strongly encouraged to comply with the following Firewise USA recommendations and considerations. Decades of research and post-fire studies have shown that both the house and the landscape adjacent to it play a critical role in the structure surviving a wildfire. Homes ignite due to the condition of the home and the landscape surrounding it. To better understand what Members and residents can do to reduce the likelihood or severity of structure and property damage due to wildfire, Firewise USA has identified three (3) distinct zones ('Home Ignition Zones') that surround the home and specific recommendations and considerations Members and residents can follow to reduce their individual wildfire risk and the wildfire risk to the Association.

1. Immediate Zone. The Immediate Zone includes both the home and the area from zero (0') to five (5') feet out from the furthest attached exterior point of the home. Firewise USA recommendations for the Immediate Zone include:
  - a. Storage Containers. Remove all flammable items stored outdoors.
  - b. Decks and Elevated Porches. Remove lattice under or around crawl spaces and decks and place 1/8" metal mesh screening between low-profile decks and the surface of the ground, to block embers from collecting underneath. Never store flammable materials underneath elevated decks/porches or between deck board joists. When wildfires are approaching, remove all potted plants and all combustible cushions, mats, etc.
  - c. Fencing. Use non-flammable fencing material (metal or masonry) when attaching directly to the home or outbuilding. At a minimum ensure there is at least five (5') feet of non-combustible material where it attaches to the home or outbuilding. Do not add vines or other types of vegetation to fencing material.
  - d. Eaves and Soffits. Reduce the size and number of embers that can pass through vents in eaves, siding and roofs, by covering them with a 1/8" wire mesh screening. Inspect soffits and vents, including dryer vents often.
  - e. Gutters. Metal roof gutters do not ignite, only the vegetation debris material that accumulates in them – that's why keeping them clean is important.
  - f. Roof Maintenance. Remove all tree limbs within 10 feet from a chimney, siding or that overhang the roof. Keep roofs, including chimneys, and roof-to-wall intersections clean of vegetation debris. Embers from a fireplace can exit the chimney and could ignite a wildfire; to prevent this install a spark arrestor. When wildfires are approaching, close the

damper, fireplace screens and glass doors.

- g. Foundation. All foundation vents, including weep holes, should have 1/8" corrosion resistant metal screening.
  - h. Garages. Weather seal the perimeter of garage doors to help keep embers out. Be sure the door is tight fitting so embers can't slide under the door or in from the sides. Place caulking in cracks and crevices of the garage door frame including where the door frame meets the ground.
  - i. Skylights/Screening. Remove debris next to and on skylights and screening over sunrooms, courtyards and decks. Glass skylights are a safer option than plastic or fiberglass. Metal screening over sunrooms, courtyards and decks is a safer option than combustible screening.
  - j. Windows/Sliding Glass Doors. Choose double pane tempered glass. Consider fireproof shutters to protect large windows and glass doors from radiant heat.
  - k. Vents. Consider purchasing closure devices for foundation and gable end vents and installing a louver-type dryer vent that stays closed unless the dryer is running. Clean debris from vents and install 1/8" metal mesh screening. For turbine roof vents, access the attic and inspect where the vent attaches to the roof and attach 1/8" screening to the roof sheathing. Dormer-face vents should be replaced with a low-profile vent. Ridge vents should be rated for high wind/rain exposure.
  - l. Windows. Multi-paned tempered glass can help reduce the risk of fracture or collapsing in a wildfire. All shrubbery should be kept trimmed below and a minimum of two (2') feet away from all windows and glass doors. All combustible garden bed material adjacent to the home (e.g. wood-chip mulch) should be replaced with non-combustible material (e.g. river rock, etc.).
  - m. Exterior Courtyards, Corners/Shrubbery. Care should be taken to ensure that vegetation debris does not accumulate in exterior courtyards, corners or under shrubbery, benches, etc. Empty containers such as plant containers should be stored upside down.
  - n. Entrance Ways. All combustible mats, benches, etc. should be replaced with non-combustible items. At a minimum, when wildfires are approaching, remove all combustible items including potted plants.
2. Intermediate Zone. The Intermediate Zone includes five (5') to thirty (30') feet from the furthest exterior point of the home. In all cases, any wildfire mitigation and fuel reduction activities in the intermediate zone, beyond a Member's or resident's property line must be preauthorized by the Board and the Committee. Firewise USA recommendations for the Intermediate Zone include:
- a. Landscaping/Hardscaping.
    - Clear vegetation adjacent to storage sheds or other outbuildings or combustible items such as picnic tables, benches etc.
    - Create fuel breaks with driveways, walkways/paths, patios and decks.

- Keep lawns mowed and shrubbery and native grasses trimmed.
  - Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns of trees. Prune trees up between six (6') to ten (10') feet from the ground; for shorter trees trim up to 1/3 of the overall tree height.
  - Crowns of trees may touch but should not overlap.
  - Trees and shrubbery should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.
  - Water plants, trees and lawns to keep them from becoming too dry. Comply with local watering restrictions.
3. Extended Zone. Extended Zone extends thirty (30') to a hundred (100') feet out from the furthest attached exterior point of the home. Keep in mind that the property line may end prior to a hundred (100') feet. In these instances, working collaboratively with neighbors is very important in helping protect adjoining properties. In all cases, any wildfire mitigation and fuel reduction activities in the extended zone, beyond a Member's or resident's property line must be preauthorized by the Board and Committee. Firewise USA recommendations for the Extended Zone include:
- a. Landscaping.
- Remove dead plant and tree material and dispose of accumulations of ground litter/debris.
  - Keep shrubbery and native grasses trimmed.
  - Trim vegetation adjacent to storage sheds or other outbuildings and under combustible items such as picnic tables, benches etc.
  - Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns of trees. Prune trees up between six (6') to ten (10') feet from the ground; for shorter trees trim up to 1/3 of the overall tree height.
  - Crowns of trees may touch but should not overlap.
  - Trees and shrubbery should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape. Open spaces in these areas provide protection from wildfires.
4. Additional Firewise USA Considerations:
- a. Add color and interest with high moisture content plants in containers that could be easily moved to the intermediate zone when wildfires are approaching.
  - b. The home address should be clearly visible from the road.
  - c. Closable foundation and gable end vents should be shut when threatened by a wildfire and reopened after the danger passes.



- d. Close and protect home openings, including attic and basement doors and vents, windows, garage and pet doors to prevent embers from gaining access to the home.
- e. Connect garden hoses, fill pools, hot tubs, garbage cans or other large containers with water and place ladders outdoors when wildfires are approaching. Firefighters have been known to use hoses, ladders and water sources to extinguish spot fires.
- f. Consider installing non-flammable shutters similar to hurricane shutters.
- g. Consider using non-combustible deck boards (metal and fiber cement), or a solid light weight concrete.
- h. Incorporate a combination of deciduous and hardwood trees.
- i. Install insulated metal garage doors.
- j. Install weather-stripping around garage doors to prevent ember intrusions.
- k. Move vehicles into a non-combustible area (gravel or concrete) and roll up all windows
- l. When wildfire threat is high, move patio/deck furniture, cushions, door mats and potted plants indoors, or as far away from the home, shed, and garage as possible.
- m. Place swing/playsets in the extended zone.
- n. Use rubber doormats instead of those manufactured with natural fiber materials.
- o. When making future furniture purchases, select fire resistant options.

**EXHIBIT "B"**

**COLLECTION DIRECTIVE  
THE OVERLOOK AT RIVER PLACE**

COLLECTION PROCESS	ACTION	LATE FEE	LATE INTEREST	LATE DATE	NOTES
Friendly Reminder	Mailed after late date with late fee/interest added	\$10/Month	10% per annum	15 <sup>th</sup> of each month	Send until paid in full or trigger is reached
CMA Demand	Trigger: \$500 or exceeds 3 months  35 Day Demand	\$10/Month	10% per annum	15 <sup>th</sup> of each month	Certified & Regular Mail  Legal Action Pending

ASSOCIATION ATTORNEY:  
**Arnold & Associates or Niemann & Heyer**

PAYMENT PLAN:  
**Per policy approved by the Board and recorded with Travis County.**

OTHER:  
**\$25 NSF**

\_\_\_\_\_  
Board Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Board Position

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

**2021095873**

Apr 29, 2021 04:03 PM

Fee: \$126.00

ANDERSOND