

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT OF RULES AND REGULATIONS  
OF**

**CASCADA HOMEOWNERS ASSOCIATION**

*(Related to leasing, garages and driveways, pets, transfer of units, standby  
electric generators, and repeal of rules regarding record retention and record production)*

**Document reference.** Reference is hereby made to the Declaration of Cascada Condominium, filed as Document No. 2006014424 of the Official Public Records of Travis County, Texas (together with any amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of Cascada Homeowners Association, filed as Document No. 2006014425 of the Official Public Records of Travis County, Texas (together with any amendments and supplemental documents thereto, the "**Bylaws**").

Reference is further made to the Cascada Community Manual, filed as Document No. 2006014426 of the Official Public Records of Travis County, Texas, and those certain Resolutions, filed as Document No. 2011130997 of the Official Public Records of Travis County, Texas (cumulatively, together with any amendments and supplemental documents thereto, the "**Rules**").

Reference is further made to that certain "Resolution Adopting a Records Production and Copying Policy for Cascada Homeowners Association, Inc." and that certain "Resolution Adopting a Records Retention Policy for Cascada Homeowners Association, Inc.", both of which are attached to those certain Resolutions, filed as Document No. 2011130997 of the Official Public Records of Travis County, Texas (the "**Record Production and Record Retention Rules**").

Reference is further made to that certain document entitled "HOA Sale Fees", attached to the Declaration as Appendix "H" (the "**Sale Fees Rule**").

The Declaration provides that persons owning units subject to the Declaration are automatically made members of Cascada Homeowners Association (the "**Association**");

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 Bylaws Article VI and/or State law and has previously adopted the Rules, Record Production and Record Retention Rules, and Sale Fees Rule;

The Board has voted to **repeal the Records Production and Record Retention Rules**. These rules were responsive to legislation passed by the Texas legislature but the board has since determined that that legislation was not applicable to condominiums;

The Board has voted to amend the Rules, Sale Fees Rule, and to adopt a Standby Electric Generators Rule as provided in Exhibit "A" attached herein. These votes were made at a meeting of the Board September 7, 2015.

**Therefore, the Record Production and Record Retention Rules have been, and by these presents are, RESCINDED and REPEALED** and are of no further force and effect, and the Rules, Sale Fees Rule, and Standby Electric Generators Rule are hereby ADOPTED, AMENDED, and/or APPROVED as provided in Exhibit "A" attached herein.

Subject solely to the amendments contained herein, the Rules and the Sale Fees Rule remain in full force and effect. The undersigned agent of the Association hereby files the rules of record in accordance with Texas Property Code Chapter 202.

**CASCADA HOMEOWNERS ASSOCIATION**

Acting by and through its Board of Directors

Recorded by Niemann & Heyer LLP, attorneys and authorized agents

Signature:

Printed Name: Connie N. Heyer

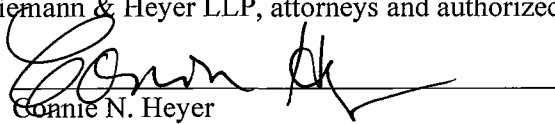


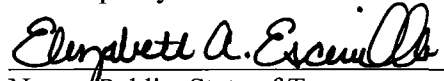
Exhibit "A": Rule Amendments

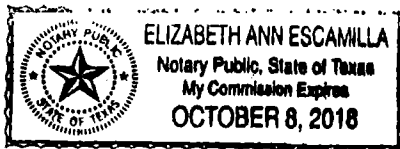
**Acknowledgement**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of September, 2015 by Connie N. Heyer in the capacity stated above.

  
Notary Public, State of Texas



## **EXHIBIT "A"**

1. **Section C ("Occupancy Standards") of the Rules is AMENDED to DELETE Sections C-5 and C-6 in their entirety and REPLACE them with C-5 and C-6 below, and C-7 through C-12 are ADDED to read in their entirety as follows:**

"C-5. **INTENT.** The intent of these leasing rules is to require units to be occupied by the unit owners themselves rather than to be leased, with reasonable exceptions to allow leasing under certain circumstances.

C-6. **DEFINITION OF LEASING.** A Unit is deemed "leased," and its occupants deemed "tenants," for purposes of this rule and other leasing-related provisions in this Declaration and the other documents, except when: (i) the Unit is occupied by the Unit owner and/or a person immediately related to the owner by blood, marriage or adoption<sup>1</sup>, (ii) the Unit is vacant, or (iii) title to the Unit is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Unit owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. The Association may in the sole discretion of the Board require proof of familial relation between a Unit owner and occupant.

In calculating occupancy, units are counted uniformly regardless of size. A person is considered a tenant for all purposes under these rules if that person stays overnight on the property more than seven days in any month. Presence on the property at any time between 11:00 pm and 6:00 am will be considered an overnight stay.

C-7. **GENERAL LEASE CONDITIONS.** The leasing of Units is subject to the following general conditions:

- a. **Minimum lease term 60 days. Maximum lease term 12 months.** No Unit may be rented for an initial lease term of less than 60 days. The maximum lease term for any lease shall be 12 months. The Board will have the sole discretion on a case-by-case basis to grant prior written consent for a longer lease term in cases of hardship.

No Unit Owner may advertise the lease of any Unit or room in a Unit for a term of less than the minimum lease term. All advertisements for the lease of a Unit must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Unit is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the board, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement.

- b. **Renting rooms.** An owner occupying his/her unit may rent out a maximum of one room in their unit. This is only allowed if the owner occupies the unit and the unit is his/her designated homestead (with the unit having the homestead exemption with the Travis County Appraisal District). In this situation, since the unit is owner-occupied, it will not be considered a leased unit for purposes of the rules related to the 15-unit leasing cap (i.e. Rules C-9 and C-11) and will not be subject to the 12-month maximum lease term rule (i.e. Rule C-7(a)). All other leasing rules provided herein shall apply.

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<sup>1</sup> Certain rules and exceptions apply to owners renting rooms in their unit – see rule C-7(b) and other provisions herein.

Units that are not owner-occupied may not be subdivided for rent purposes, and not less than an entire Unit may be leased. (For example, if an owner does not live in the Unit, a tenant who occupies the Unit may not sublet an individual room in the Unit. If the tenant wishes to have a roommate, the roommate must appear on the original written lease with the owner).

- c. Written leases only; mandatory lease provisions. All leases must be in writing, must contain the names of all tenants and occupants, and must be made subject to the governing documents.
- d. Must provide tenants with Association documents. An owner must provide his tenants with copies of the governing documents and notify them of changes thereto.
- e. Tenants subject to Association documents. Each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances.
- f. Owner must provide Association copy of all leases and lease renewals; tenant pet, vehicle, and contact information. An owner must provide the Association **within seven days of occupancy by a tenant or renewal of a lease (with every new lease or lease renewal – a change of roommates is a new lease):**
  - (i) a complete and legible copy (electronic copy or hard copy) of the fully-executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. Dollar figures and any drivers license or social security number may be redacted;
  - (ii) current information regarding all pets (breed, age, name, weight) and vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants; and
  - (iii) a \$100 administrative fee (this provisions however is n/a for lease renewals).

Owners are strongly advised to provide a copy (electronic copy or hard copy) of all background checks performed on tenants and occupants.

- g. Must be in good standing in order to lease or renew. An owner must be in good standing, defined for the purposes of these leasing rules as having no outstanding violations of the declaration, bylaws, or rules, and no delinquent amounts owed the Association. **If an owner is not in good standing, he is not eligible to lease his unit (or if owner-occupied, a room in his Unit) or to renew any already-existing lease that was entered into at a time the owner was in good standing.**

- C-8. SCREENING OF TENANTS AND OCCUPANTS; PROOF OF SCREENING. Prior to leasing to anyone or allowing anyone except the Unit owner, or an individual related to the owner by marriage, blood or adoption, to occupy a Unit, an owner is strongly encouraged to exercise due diligence to ensure that the potential tenant or occupant has **no conviction or deferred adjudication history** of a crime involving attempted or actual serious physical harm to a person or a felonious crime against property or felony drug crime. These crimes include, but are not limited to, murder, felonious assault, rape, molestation, sexual assault, indecency with a child, felony drug crime, kidnapping, and arson.

At a minimum, it is strongly recommended that an owner obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants and occupants under the lease and all unnamed persons whom the owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal

reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)). **An owner is strongly advised to provide a copy of any background checks to the Association (see also rule C-3) within 7 days of occupancy by the tenants or occupants.**

If due diligence reveals that a current tenant or occupant has a prohibited criminal history, the owner is strongly advised to terminate the occupancy of such tenant or occupant at the earliest time allowed under the lease.

C-9. **CAP ON TOTAL NUMBER OF LEASED UNITS.** No more than 15 Units may be leased at any given point in time. If the 15 Unit cap has been reached, an owner desiring to enter into a new lease agreement must place his name on the rental waiting list.

C-10. **NEW LEASES AND RENEWAL OF LEASES.**

- a. **New leases.** Prior to leasing (any lease other than a renewal of an existing lease with the exact same tenants and occupants), owners must:
  - (i) pay a non-refundable administrative fee of \$100 to the association;
  - (ii) submit a leasing application to the association and receive written consent to the application. Consent will only be given if the Unit cap has not been reached and all other conditions of this Subsection (a) are met; and
  - (iii) be in good standing as of the date a leasing application is submitted to the association.
- b. **Renewal without Board permission (with notice only).** If written consent to leasing was originally granted for the lease, Owners may allow their tenants to have a month-to-month lease if (and only if):
  - (i) the owner is in good standing at the time of the lease renewal (it is the owner's duty to confirm good standing);
  - (ii) the tenants and occupants on the renewal lease are exactly the same as those in the original lease (otherwise, procedures for a new lease must be followed); and
  - (iii) a copy of the renewed lease, along with the names of all tenants and occupants, is provided to the Association within seven days of the effective date of the renewal.
- c. **Renewal with Board permission.** A lease renewal that contemplates any different tenants or occupants other than those allowed under the original lease is considered a new lease, and all rules (including the application fee, tenant information, etc.) apply. If there are fewer than 29 owner-occupied units, those wishing to continue renting must request to be placed on the wait list. If there is no wait list, the unit may be leased subject to the restrictions outlined in these rule and the other governing documents.
- d. **Confirmation by managing agent.** *It is the owner's responsibility to contact the Association's managing agent to determine whether there is a waiting list and confirm the owner's good standing. It is the owner's responsibility to apply for and obtain any required written leasing permission prior to entering into any lease.*

C-11. **RENTAL WAITING LIST; OPPORTUNITY TO LEASE.** The Association will maintain a prioritized waiting list of Owners desiring to lease Units at all times when 15 of the Units are leased (not owner-occupied). Once a space becomes available for an Owner on the waiting list to lease his Unit, the Owner shall be granted leasing permission and given 60 days to lease the Unit. If the Unit is not leased within that timeframe, the permission is automatically withdrawn, and Owner shall be placed back on the rental waiting list at the top of the list and the next Owner on the list shall be given a similar opportunity to lease his Unit. If an Owner on the rental waiting list is attempting to lease his Unit, that Unit will be deemed "leased" for purposes of the 15 Unit leasing cap.

Owners may not be on the wait list for a particular unit during any time that the unit is leased. Any owner not currently leasing his Unit may ask to be put on the wait list. Any wait list request must be submitted in writing to the Association's managing agent (via email, fax, or mail). It is the owner's responsibility to confirm receipt of the request. Wait list priority cannot be assigned or otherwise transferred to another unit.

- C-12. **VIOLATIONS.** The Board may revoke the leasing permission of any Owner who fails to comply with any provisions of these leasing rules or to otherwise remain in good standing throughout the term of the lease. The Board may require a tenant, by written notice to the tenant, to pay rent directly to the Association during any time in which the Owner is delinquent in payment of amounts due the Association. The Board may pursue any other remedies, including fining, eviction, and common area use right suspension, and other remedies allowed under these or other Association governing documents or state law. All enforcement costs, including attorneys fees, incurred by the association due to violations of a tenant or a tenant's guest, occupant or invitee may be assessed to the owner's account. Owners are responsible for all violations of their tenants, and their guests and invitees."

2. **Section H.4 of the Sale Fees Rule is AMENDED and RESTATED to require a working capital contribution in an amount equivalent to two months of assessments. The rule now reads in its entirety as follows:**

"H.4 **THE BUYER OF A TOWNHOME.** In addition to fees for issuance of a resale certificate, other transfer related document, or any updates or re-issuance of the resale certificate or other transfer related document, every sale or other transfer of a townhome by an owner, other than by the Declarant or a Builder, is subject to a one-time working capital contribution in an amount equivalent to two months of the current regular monthly assessments, payable to the Association."

3. **Subsection H-5 ("Garages & Driveways") of the Rules is AMENDED and RESTATED to read in its entirety as follows:**

"H-5. **Garages & Driveways.** A resident may use his garage solely for the parking of operable vehicles or other uses that do not result in violation of these rules or other governing documents of the community. No garage may be enclosed. Garage doors must be kept closed at all times, except when entering or exiting or the garage is in actual use. Driveways may be used for storage of vehicles but no other items may be stored in a driveway. Residents may *only* park vehicles in garages and driveways. No vehicle may be parked so as to block any portion of the street adjacent to the driveway. Unsightly vehicles, including vehicles bearing commercial advertising, must be parked in an enclosed garage. Whether a vehicle is unsightly shall be determined in the Board's sole discretion. Fire lane designations must be honored. Guest parking is limited to the host's garage or driveway, or off-property. If a garage is being used in a manner that prevents parking of vehicles, provided that these rule and other governing document provisions are adhered to (including, vehicles are parked only in the remaining space of the garage and/or the driveway), a variance to Declaration Section 10.13 will be deemed to be granted.<sup>2</sup>"

4. **Subsection J-2 ("Permitted Pets") of the Rules is AMENDED and RESTATED to read in its entirety as follows:**

"J-2 **Permitted Pets.** Subject to these Rules, a resident may keep in his townhome customary domesticated house pets, such as domesticated dogs, cats, caged birds, and aquarium fish. No more than two dogs or two outdoor or indoor/outdoor cats, or one dog and one outdoor or indoor/outdoor cat, may be kept by a Unit owner."

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<sup>2</sup> Declaration Section 10.13 provides that a garage cannot be used for purposes that prevent parking, but the Board may grant a variance to this provision.

5. **Subsection J-4 (“Indoors/Outdoors”) of the Rules is AMENDED and RESTATED to read in its entirety as follows:**

“J-4 Indoors/Outdoors. A permitted pet must be fed inside the townhome, and may not be kept in a fenced yard area, except as permitted below. No feeding bowls may be left outside. No dog is allowed on general common elements unless carried or leashed. No pet may be leashed to a stationary object on the common elements.”

6. **Subsection J-5 (“Limited Animal Privilege”) of the Rules is AMENDED and RESTATED to read in its entirety as follows:**

“J-5 Limited Animal Privilege. Dogs may be kept in fenced yards only if they do not disturb or annoy people on the Property. No animal may be allowed to disturb or annoy people. The Board is the sole arbiter of what constitutes a disturbance or annoyance. If the Board determines that a dog or other animal disturbs people, the Board may take appropriate enforcement action, including permanently revoking the privilege of keeping the dog in the fenced yard.”

7. **Subsection J-8 (“Pooper Scooper”) of the Rules is AMENDED and RESTATED to read in its entirety as follows:**

“J-8 Pooper Scooper. No resident may permit his dog to relieve itself on the Property, except in areas designated by the Board for this purpose. The resident is responsible for the removal of his pet’s wastes from the common elements except cat waste that a cat buries. The Board may levy a fine against a unit and its owner each time feces are discovered on the common elements and attributed to an animal in the custody of that unit’s resident.”

8. **Subsection L (“Standby Electric Generators Rule”) is ADDED to the Rules and reads as follows:**

#### **L. STANDBY ELECTRIC GENERATORS**

L-1.General. Unless otherwise approved in writing by the Board or a committee appointed by the Board (the “**Architectural Reviewer**”), which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator on the common elements (limited or general) or on any other property or element owned or maintained by the Association or owned in common by association members, including but not limited to roofs, balconies, terraces, patios, grounds, yards, and gardens.

An owner may install a generator only in the front courtyard area that is attached to the living area of a unit and only in accordance with these rules.

L-2.Scope of Rule. Only a standby electric generator may be used to provide backup electric service to a unit. A “standby electric generator” means a device that converts mechanical energy to electric energy and is:

- a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
- b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
- c. Connected to the main electrical panel of a unit by a manual or automatic transfer switch;
- d. Rated for a generating capacity of not less than seven (7) kilowatts; and
- e. Permanently installed in or on a unit.

L-3.Conflict with Other Provisions. Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association’s governing documents.

L-4.Prior Approval Required. Prior to the installation of any standby electric generator (or any part thereof), an owner must receive written approval of the Architectural Reviewer. Owners wishing

to install standby electric generators must submit plans and specifications to the Architectural Reviewer. The following requirements apply to plans and specifications:

- a. An owner must provide a reasonably accurate and scaled schematic of the unit showing the property boundaries of the unit and the location of the residence, other permanent structures, fencing, and any adjoining streets.
- b. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest rear and side unit line.
- c. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.

L-5. Installation. The following installation requirements apply to standby electric generators:

- a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
- b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
- c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
- d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
- e. All liquefied petroleum gas fuel line connections must be installed in accordance with rule and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
- f. If a generator uses a fuel tank that separate from the generator (i.e., the tank is manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.

L-6. Maintenance. The following maintenance requirements apply to standby electric generators:

- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
- b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
- c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.

L-7. Location. The following requirements apply to the location of a standby electric generator:

- a. Generators must be located in the rear yard area of the unit (behind the rear-most building line of the unit) in an area that is not visible from the street, any common area, or any other unit from ground level (i.e. not visible from the first story or yard of any neighboring unit).
- b. The Architectural Reviewer has no duty to but may in its discretion authorize a variance to allow the generator to be located in an area other than as described in subsection (a) if the Architectural Reviewer deems that a variance is appropriate for topographical or other considerations, and a plan for adequate screening of the generator is submitted and approved<sup>3</sup>.

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<sup>3</sup> Also, per state law, the Architectural Reviewer will authorize a variance to install the generator in an alternate location if the owner can document in a format reasonably acceptable to the Architectural Reviewer that locating the generator in the rear yard

c. No portion of the generator may be installed within any applicable setback.

L-8. Screening. If the owner proposes to install the generator in an area that is visible from the street, another unit, or the common area, the owner's plans submitted for approval must detail the proposed screening, including dimensions and type of all landscaping (as-installed dimensions), and color, materials, and dimensions of any proposed screening structures. As installed the generator must be wholly screened from view of any street faced by the unit, any adjoining unit (from ground level), and any common area.

L-9. Allowable Use. A standby electric generator may not be used to generate substantially all of the electrical power to a unit except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the unit.

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area of the unit will increase the cost of installing the generator by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. If an owner is entitled to a variance under this provision, the screening requirements outlined in this rule remain applicable.

**After recording, please return to:**

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

File Server:CLIENTS:CascadaTownhomes:RulesAmendCascadaWorkingCapital&Generator&LeasingIT8-19-15.doc



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

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

September 17 2015 03:10 PM

FEE: \$ 66.00 2015149814