



*Ra*

Rebecca Guerrero, County Clerk  
Travis County, Texas  
Sep 21, 2022 11:59 AM Fee: \$ 154.00

2022156222

\*Electronically Recorded\*

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

AMENDED AND RESTATED RULES  
of  
RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

**Document reference.** Reference is hereby made to that certain Consolidated and Restated Declaration of Covenants, Conditions, and Restrictions for River Place Residential Community Areas recorded as Document No. 2022156111 in the Official Public Records of Travis County, Texas (the "**Declaration**").

Reference is hereby made to that certain Consolidated and Restated Bylaws of River Place Residential Community, Inc., recorded as Document No. 2022156159 in the Official Public Records of Travis County, Texas (the "**Bylaws**").

Reference is further made to the rules and regulations contained in document Nos. 2011187677, 2013202096, 2015086587, 2017026988, and 2019144156 (collectively, together with all other amendments or supplements, the "**Rules**")

**\*The Rules are superseded and replaced by this filing\***

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of RIVER PLACE RESIDENTIAL COMMUNITY 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 Article VI, Paragraph 2(i) and Article 7.03 of the Declaration and Article VII, Section 1 of the Bylaws; and

WHEREAS the Board has voted to amend and restate the Rules as set forth herein.

THEREFORE the Rules attached hereto are hereby adopted and approved, to **amend, consolidate, restate, and replace** the documents referenced above.

**RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

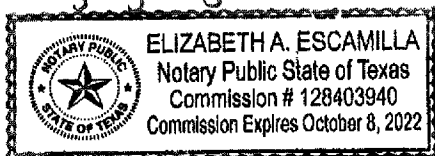
Acting by and through its Board of Directors  
Filed of Record in accordance with Texas Property Code Ch. 202 by  
Niemann & Heyer LLP, attorneys and authorized agents

*Gregory Boyle*  
NAME: Gregory Boyle

**Acknowledgement**

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21<sup>st</sup> day of September, 2022, by Gregory Boyle in the capacity stated above.



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

/Volumes/File Server/CLIENTS/River Place/Retyping 4-22/Amended and Restated Rules .8-23-22.docx

## Amended and Restated Rules and Regulations

### Foreword

This *Amended and Restated Rules and Regulations* is complementary to the *Consolidated and Restated Declaration of Covenants, Conditions and Restrictions*. Because of this, it is organized and numbered for easier cross-referencing. Thus, this document's numbering is not continuous; instead, it aligns to the numbering in the Declarations.

### Document History

Rules have been written and approved over a period of time by the HOA Board. This document represents a consolidation and restatement of all prior Rules.

**Table of Contents**

4.15 Violations..... 4

4.19 (a) Vehicle Parking..... 4

4.19 (b) Vehicle Parking Variance Sticker..... 5

4.20 Prohibited Vehicles..... 6

4.21 Security Measures: Parameters, Plans and Specifications..... 6

4.23 Leasing..... 8

4.24 Cameras..... 11

4.25 Rainwater Harvesting Systems..... 12

4.26 Solar Energy Devices..... 12

4.27 Solar Roofing Materials..... 13

4.28 Religious Items..... 13

4.29 Political Signs..... 15

4.30 Flags and Flagpoles..... 15

4.31 Association Approval of all Alterations..... 16

5.06 (a) Greenbelt Access..... 17

5.06 (b) Landscaping; River Place Boulevard Fencing..... 17

5.08 Pool Enclosure Fencing..... 18

6.08 (a) Request for Records..... 18

6.08 (b) Record Retention..... 20

7.06 Timely Construction Completion..... 21

8.01 Due Date..... 21

8.03 Bid Protocol for Projects Exceeding \$50,000..... 21

8.07 (a) Resale Certificates..... 22

8.07 (b) Transfer Fees..... 24

8.08 Late Draft; Payment Plans; Collections..... 24

9.06 (a) Enforcement Procedure..... 31

9.06 (b) Imposition of Fines..... 32

9.06 (c) Repeat Violations..... 32

**4.15 Violations.** Threats to Public Health or Safety - the violation could materially affect the physical health or safety of an ordinary resident.

- Uncurable - the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action (e.g.; shooting fireworks, noise that is not ongoing, holding a garage sale or other event prohibited by the Declaration.)
- Curable – the violation is ongoing (e.g.; parking, maintenance, failure to perform construction in accordance with approved plans and specifications, noise / barking dog.)

(A) Vicarious Liability Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.

(B) 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. These remedies are cumulative, and may be imposed in combination with each other (i.e.; for one Violation, the Board may impose a fine, and charge attorney's fees incurred incident to enforcement.) The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:

- i. 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;
- ii. record a notice of non-compliance in the County Official Public Records;
- iii. levy a damage assessment against an owner;
- iv. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner; and
- v. assess a fine against the owner and the owner's lot.

**4.19 (a) Vehicle Parking.**

(A) Street parking during the day is highly discouraged because the streets are narrow, and parked vehicles can obstruct drivers' view of children and pets.

(B) No vehicle may be parked on the street overnight. Overnight is defined for purposes of the rule as parked for any length of time between 10:00 p.m. and 6:00 a.m.

(C) For public safety and the attractiveness of the neighborhood, parking in garages and driveways is always encouraged when possible. All vehicles must be kept overnight either in:

- i. the enclosed garage, or
- ii. In the driveway further than 22 feet from the street.

**4.19 (b) Vehicle Parking Variance Sticker.**

(A) If a vehicle is parked overnight not in an enclosed garage or on a driveway within 22 feet from the street, a parking sticker variance must be granted by the association and evidenced on the vehicle.

- i. If a vehicle is not the primary means of transportation for at least one of the owners or occupants of a Lot, it must be parked in the garage.
- ii. Parking sticker variances will only be granted:
  - a. for vehicles that are used for daily transportation purposes.
  - b. if there is not sufficient space in the garage for all vehicles belonging to an owner or occupant. Spaces in a garage will be considered available for parking regardless of whether they have been converted to other uses (i.e.; if a Lot has a two car garage, a variance will only be granted if an owner or occupant has at least three vehicles.)

(B) To obtain a parking sticker variance:

- i. Submit exterior and interior photos of vehicle.
- ii. Submit the reason for requesting the parking variance sticker, including the number of parking vehicles that the garage is designed to hold and the number of vehicles regularly parked on the Lot.

(C) Check to make sure your vehicle is not a Prohibited Vehicle.

- i. It is the owner's duty to ensure compliance with the rules, not the Association's.
- ii. Issuance of a parking variance sticker is not determinative. (i.e.; if an owner applies for a parking sticker for a vehicle over 82 inches and a parking variance sticker is issued, it is automatically void.)

(D) Parking variance stickers may be rescinded at any time at the discretion of the HOA Board. The HOA Board may require re-registering for already issued parking variance stickers at its discretion.

**4.20 Prohibited Vehicles.**

RVs, campers, and trailers may not be parked except in enclosed garages or behind an approved screening structure.

(A) The following vehicles will be considered RVs:

- i. Any van or vehicle similar in appearance to an oversized van taller than 82" or longer than 22' (e.g.; Ford Transit, Mercedes Sprinter, RAM Promaster, Nissan NV, etc.)
- ii. Any vehicle that is designed for or capable of being used for sleeping (e.g., contains a bed, couch or other item that converts to a bed); and
- iii. Any vehicle that is outfitted for camping such as with external awnings, cooking fixtures, hook ups, or toilet fixtures.
- iv. This is not an exclusive list of prohibited vehicles. If you have any questions as to whether a vehicle is permitted to be kept in view, please contact the Association.

(B) The Association may require inspection of any vehicle to aid in determination of RV or non-RV status.

**4.21 Security Measures: Parameters, Plans and Specifications.**

"Security measures" means any improvement designed to prevent criminals' access to the home or criminal acts involving the home. In the event of a question as to whether a requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.

Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot.

(A) Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements.

- i. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body.
  - ii. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure.
- (B) If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.
- (C) Any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries.
- i. Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing.
    - a. All portions of such fencing must be black in color, and
    - b. must have the following specifications: pickets 1.75 inches square; rails 1.5 inches square; standard posts 2.5 inches square; picket spacing of at least 3 inches and not more than 4 inches; post spacing at least 8 feet on center; height of between 48 inches and 60 inches; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material.
  - ii. Perimeter fencing does not include ornamental fencing, defined as any fencing of which any portion thereof is less than 48 inches in height.
  - iii. A gate in a fence is part of the fence for all purposes considered.
  - iv. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.
  - v. All fencing including perimeter fencing must receive prior written approval from the association's architectural review body.
    - a. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing.

**4.23 Leasing.**

(A) The Board shall appoint a Leasing Committee to better facilitate and manage rentals in the neighborhood and facilitate compliance. The Leasing Committee shall:

- i. Maintain a list of registered STR's and LTR's
- ii. Review complaints and refer violations to the Management Company and/or attorney for fines and other enforcement action. The Leasing Committee is authorized to approve fines greater or less than the default leasing-related fines, however any changes greater than 25% of the default leasing fine amount require Board approval. Notwithstanding, if a fine has been levied for a leasing violation on a Lot in the last 12 months, the 25% cap shall not apply.
- iii. Review annually each leased property for violations, unpaid fines, and other issues.

(B) Leasing Eligibility

- i. No Institutional investors, defined as a company that invests money on behalf of clients, are allowed to own houses that are leased as STRs or LTRs.
- ii. For STR's:
  - a. The owner must obtain a STR license from the City of Austin and provide the Association with a copy of the license.
  - b. STR's shall not exceed an aggregate total of 180 nights in any calendar year for any Lot.
- iii. A Lot may not be leased if the home is listed for sale or an active notice of designation of trustee is filed of record for a pending foreclosure on the home, or the owner has otherwise been provided notice that the home is in the foreclosure process by a lienholder.
  - a. This Section shall not be interpreted to prohibit an Owner from leasing a Lot back to the prior owner immediately following a transfer of the Lot.

(C) Leasing Registration

- i. Owners wishing to lease their Lots as STRs or LTRs must first register as a rental property with the Association. No Lot may be advertised for lease until registration is complete. To register, the Owner must send the following to the management company:



- a. For STR's: Send a copy of your STR License within 30 days of receiving the License, and before the home is rented or advertised for rent.
  - b. For LTR's: Once a lease is signed, a copy must be provided to the Association within 30 days and before the tenant or tenants move in.
- ii. Failure to register: If a Lot is advertised for lease without first registering with the Leasing Committee, fines shall be automatically levied in an amount of \$500 per day.
  - iii. Registrations with the HOA's management company shall include contact information for a Designated Contact (e.g.; the Owner or Property Manager.)
    - a. If the Designated Contact is not the Owner, the Owner shall provide the Designated Contact and all tenants with a copy of the Association's Rules.
    - b. For STR's, the Designated Contact shall be the contact that was provided to neighbors within 100 feet of the property during the City of Austin licensing process.
  - iv. If the HOA leasing rules change, previously registered homes shall be grandfathered to these rules.
  - v. Following any transfer of a Lot, the Lot must be reregistered, and all then current leasing rules will apply in their entirety.

(D) Required Leasing Messages

- i. All leasing advertisements (STR and LTR) must prominently include this Required Messaging in any listing:
  - a. *This property is located in a serene neighborhood. Renters must act in a respectful manner when on the property and must not cause any nuisance or other disturbance to neighbors.*
- ii. Pre-arrival and on-site messaging must prominently include this Required Messaging:

*You are subject to the River Place HOA rules while staying at this property. The Rules include but are not exclusive to:*

  - *Noise: No unreasonable noise or other nuisance/disturbance is allowed at any time. Quiet hours are observed between 10:30 pm and 7 am. During quiet hours, noise must be kept at such a volume as to not be audible from neighboring Lots. Please take special care whenever in the front yard and area so as not to disturb neighbors.*

- *Parking: No parking is allowed on the street or the driveway. Cars must be parked in the garage or in the driveway at least 22 feet from the street. No more than four (4) cars may be parked on the property at any time.*
- *Trash: Properly store and dispose of waste in trash bins to avoid unsightly and/or odiferous problems.*
- *Guest Limit: There is a maximum of 2 adults per bedroom plus two additional adults.*
- *Activity: No illegal or unlawful activity may occur on the property.*

(E) Complaints to Designated Contact

- i. If a complaint is made to an Owner's Designated Contact, the Owner must ensure that a response is given within 30 minutes.
  - a. The Owner may be held responsible for his or her Designated Contact's failure to give a prompt response.
  - b. Complaints may also be reported to the Board's Leasing Committee.

(F) Violations. Owners are responsible for all violations of these rules, including violations caused by tenants, tenants' guests or invitees, managing agents, or other agents of Owner.

- i. Violations by tenants and guests (e.g., violations of noise rules or parking rules) shall result in fines in keeping with the Enforcement and Fine Policy. Most leasing-related violations are of an incurable nature, so fines issue immediately.
- ii. The Board shall have discretion to vary from the Enforcement and Fine Policy on a case-by-case basis (e.g., by levying higher fines).
- iii. The Board shall also have the right to revoke leasing permission for repeated violations or for failure to pay fines for previous violations.
- iv. If a Second Violation is issued for a noise, trash, or parking-related matter:
  - a. For noise violations, the Owner must review the City of Austin Noise Ordinance (Chapter 9-2 of the City of Austin Codes and Ordinances) and confirm in writing with the Leasing Committee, within 15 days of the Second Violation issuance, that the Owner has done so.

The Association also highly recommends installing a noise monitoring system which alerts the Owner or the Owner's managing agent if noise exceeds appropriate decibel limits;

- b. For parking violations, the Owner must establish and implement a parking management plan that is sufficient, in the Leasing Committee's sole reasonable discretion, to ensure that no vehicles (including cars, vans, trailers, buses, golf carts, RVs, motorcycles, trailers, or any other vehicle) are parked on the street. Such plan including a description of how it will be implemented and enforced by the Owner or his managing agent, must be submitted in writing to the Leasing Committee within 15 days of the Second Violation notice. Under such plan, Owners must ensure that only four cars are visible from the street at any time; any number of cars more than four must be parked off-site;
- c. For trash violations, the Owner must establish and implement a trash management plan that is sufficient in the Leasing Committee's sole reasonable discretion to ensure that no trash-related violations re-occur. Such plan including a description of how it will be implemented and enforced by the Owner or his managing agent, must be submitted in writing to the Leasing Committee within 15 days of the Second Violation notice.
- d. Failure to provide sufficient plans pursuant to subsections (a) – (c) to the Leasing Committee in a timely manner shall result in an automatic fine of \$1,000.

#### **4.24 Cameras.**

Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner's home (e.g.; not be mounted on a pole in the yard), may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2 feet. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible. Ring-type doorbell cameras are allowed, even if incidentally capturing portions of properties across the street.

**4.25 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, and (ii) adequately shielded from view by fencing, foliage, or other means approved by the Association; provided that 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.

**4.26 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
- (G) 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.

**4.27 Solar Roofing Materials.**

Roofing materials are permissible:

- (A) If designed primarily to:
  - i. be wind and hail resistant,
  - ii. provide heating and cooling efficiencies greater than those provided by customary composite shingles, or
  - iii. provide solar generation capabilities; and
- (B) When installed, the materials:
  - i. resemble shingles used or otherwise authorized for use in the subdivision,
  - ii. are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and
  - iii. match the aesthetics of the surrounding property, as determined in the Association's discretion.

**4.28 Religious Items.**

Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.

- (A) No religious item(s) displayed may:

- i. threaten the public health or safety;
- ii. violate a law;
- iii. contain language, graphics, or any display that is patently offensive to a passerby;
- iv. be installed on property owned or maintained by the association;
- v. be installed on property owned in common by two or more members of the association;
- vi. be located in violation of any applicable building line, right of way, setback, or easement; or
- vii. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

(B) Parameters

- i. All religious displays must be located within 10 feet of the dwelling's frontmost building line (i.e. within 10 feet of the front facade of the dwelling.)
- ii. Displays may not be located within building setbacks.
- iii. No portion of the display may extend above the lowest point of the dwelling's front roof line.
- iv. All displays must be kept in good repair.
- v. Displays may not exceed 5 feet in height x 3 feet in width x 3 feet in depth.
- vi. The number of displays is limited to three.

(C) Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

- i. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday (e.g.; Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations.)
- ii. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations.

(D) All displays other than seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller.

- i. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.

- ii. The Association may remove any item in violation of the terms and provisions of this policy.

**4.29 Political Signs.**

The following restrictions apply to signs advertising a political candidate or ballot item for an election, as described in Chapter 202:

- (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 may not contain:
  - i. 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.

**4.30 Flags and Flagpoles.**

The following additional restrictions apply to flags and flagpoles:

- (A) Flags must be displayed in accordance with applicable United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).
- (B) 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.

- (C) 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.
- (D) No more than 3 free-standing flagpole(s), not to exceed twenty feet in height as measured from ground level, may be installed on each lot.
- (E) No more than 3 building-mounted flagpole(s), not to exceed six 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.
- (F) No more than 3 flags may be flown from any flagpole.
- (G) No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.
- (H) Exterior illumination of the flag(s) must be submitted for approval in the same manner as other exterior lighting.
- (I) The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot.
  - i. The flagpole may not be located on property owned or maintained by the Association.
  - ii. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level (e.g.; a 12 feet pole has a 15 feet setback and a 20 feet pole has a 25 feet setback.)

#### **4.31 Association Approval of all Alterations.**

All installations including alterations, improvements or additions of any kind (including *rain harvesting* equipment, solar installations, religious displays, flag poles, flag mounts, awnings, paint color changes, roofing changes, or other alterations that alter the exterior appearance of a lot, 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.

- (A) 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.

**5.06 (a) Greenbelt Access.**

- (A) Entry on Balcones Canyonlands Preserve property is prohibited and subject to fines and criminal prosecution.
- (B) Before trimming or clearing brush on these adjacent properties in the greenbelt, MUD property, HOA property, or Balcones Canyonlands Preserve (BCP), homeowners must contact the HOA Firewise Committee and also must receive prior written approval from the Board

**5.06 (b) Landscaping; River Place Boulevard Fencing**

- (A) Maintenance of the "fencecrete"-type fencing on River Place Boulevard is the responsibility of the lot owner whose Lot/yard is adjacent to the fencing. Such fencing must be maintained so as to be consistent and uniform with the balance of the fencing along River Place Boulevard.
- (B) All landscaping must be maintained at all times to ensure a neat and attractive appearance.
  - i. Grass areas must be regularly mowed.
  - ii. Weeds must be removed.
  - iii. Plants must be trimmed.
  - iv. Beds must be kept weed-free.
  - v. Borders must be edged.
  - vi. Plants may not encroach on public sidewalks or roadways.
  - vii. Tree branches should be trimmed to a height of at least eight feet above ground level if near any roadway or sidewalks.
  - viii. Perennials that die during the winter should be cut back to remove dead materials by early spring. Most perennial plants should be trimmed during early spring to ensure plant health; this includes most ornamental grasses and other flowering perennials, which go dormant in winter.
- (C) For public safety, it is recommended for landscaping:

- i. No plant with thorns, spines or sharp edges be used within three feet of public sidewalks or roadways.
- ii. No border or large rocks exceeding twelve inches in diameter be used on strips between a public sidewalk and the street curb.

**5.08 Pool Enclosure Fencing.**

(A) "Pool enclosure" means a fence that:

- i. surrounds an existing approved water feature including a swimming pool or spa;
- ii. consists of transparent mesh or clear panels set in metal frames;
- iii. is not more than 6' tall at any point; and
- iv. is designed not to be climbable.

(B) Owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.

(C) All pool enclosures must:

- i. first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule. The architectural reviewing body may approve an alternate color/construction design but has no duty to do so.
- ii. be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association.
- iii. consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body.
- iv. be maintained in a neat and attractive condition.

**6.08 (a) Request for Records.**

(A) The owner or the owner's authorized representative must submit a written request by certified

mail. The request must contain:

- i. sufficient detail to describe the books and records requested, and
  - ii. 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.
- (B) 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.
- (C) 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 /digital notice of that fact and state a date, within the next 15 business days, that the copies will be available.
- (D) The Association may produce documents in hard copy, electronic, or other format of its choosing. The Association will charge for time spent compiling and producing all records. It will also charge for reproduction if copies are requested. Those charges shall be the maximum amount allowed by the statute.
- (E) 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.
- (F) 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:
- i. Owner violation history
  - ii. Owner personal financial information
  - iii. Owner contact information other than the owner's address
  - iv. Information relating to an Association employee, including personnel files
  - v. Information that is legally exempt/protected from disclosure

- (G) 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.

**6.08 (b) Record Retention.**

(A) These records are held permanently:

- i. Articles of Incorporation/Certificate of Formation and all amendments
- ii. Bylaws and all amendments
- iii. Restrictive Covenants and all amendments

(B) These records are held for 7 years:

- i. Financial books and records
- ii. Minutes of owners' meetings
- iii. Minutes of Board meetings
- iv. Tax returns
- v. Audit records

(C) These records are held for 5 years:

- i. Account records of current owners

(D) These records are held for 4 years:

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

(E) Discretionary Guidance

The association has no duty to adhere to this protocol, but may elect to follow the following protocol for records other than those noted above in sections (A)-(D), including:

- i. Insurance records – 4 years
- ii. Contracts for terms of less than one year - 4 years from the date of the contract
- iii. Architectural applications and approvals – 4 years

- iv. Enforcement records – 4 years
- v. Inspection reports – 2 years
- vi. Accident reports 2 years
- vii. General correspondence - 2 years
- viii. Employment records - 2 years following termination
- ix. Leases - 2 years following termination
- x. E-mails – 6 months
- xi. Written ballots cast by owners other than those listed above – 6 months

**7.06 Timely Construction Completion.**

- (A) All new Improvements and modifications to existing Improvements shall be completed within a reasonable time after commencement of the work. Failure to complete a project within the deadline set forth in this rule will be deemed a violation of the Association’s governing documents, and subject the Owner to a fine and/or other enforcement action.
- (B) Construction of a new swimming pool shall be completed within 12 months after commencement.
- (C) Remodeling or repair of existing Improvements, and new or changed landscaping, shall be completed within 6 months after commencement.

**8.01 Due Date.**

Assessments are due in advance on January 1st.

**8.03 Bid Protocol for Projects Exceeding \$50,000.**

- (A) In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work (i.e.; This protocol is n/a for example to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures), the association will solicit bids or proposals in accordance with the provisions of this Section.

(B) The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids for the project based on a consistent scope of work presented to the would-be bidders.

- i. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal.
- ii. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or using a different service provider would void one or more warranties.

(C) The board will review any bids and make a final decision on to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant.

**8.07 (a) Resale Certificates.**

(A) This policy applies to any Resale Certificate, as described in Texas Property Code § 207.003. All fee amounts listed in this 8.07 are the fees as of the date of adoption of this rule. The fees due at the time of resale certificate request shall be the then-current fee schedule. Provided that no fee may be charged in excess of any fee cap imposed by state law. The standard charge for a Certificate is \$375.00; the standard charge for an update to the Certificate is \$60.00; and the standard charge for a Statement of Account is \$250.00.

- i. If a Certificate or Statement is required on less than ten (10) business days' notice but more than three (3) business days' notice, the charge will be increased by 50%.
- ii. If a Certificate or Statement is requested on less than three (3) business days' notice, the charge will be doubled.

(B) The parties to the lot sale may agree between themselves as to who shall have primary responsibility for paying for the Certificate or Statement.

- i. If the Association does not receive full payment, however (for example, dishonored check), the

property owner shall be responsible for the fee, and the Association shall be entitled to charge the owner's account for the same.

(C) The Certificate will describe violations that are actually known to the Association, or readily visible from the street in front of the lot. The Association has no duty to enter a lot or perform an inspection in conjunction with the Issuance of a Resale Certificate.

i. If the Association does not enter upon the lot, the Certificate should contain language substantially as follows:

*The Association did not enter upon the lot to inspect portions not readily visible from the street in front of the lot. If a violation is later discovered in an area that was not readily visible, the then-owner of the lot will be responsible for correcting the violation, even if the violation preexisted his/her purchase of the lot.*

ii. Upon receipt of written authorization by the seller/owner, the Association may enter the lot to inspect areas that are not readily visible from the street in front of the lot. In that event, an inspection fee may be charged which the Association may require to be paid in advance, and the Certificate will contain language substantially as follows: *The Association entered on the lot and inspected it (including portions not visible from the street) on or about [date], and noted [no violations] [the following violations: \_\_\_\_].*

(D) Individuals who purchase a lot will be responsible for all preexisting violations to the same extent as the previous owner, unless the Association issued a Certificate for the purchase transaction and the Certificate failed to disclose a known violation or a violation that was readily visible from the street in front of the lot.

i. In cases where the Certificate states that the Association entered on the lot and performed the inspection, it will be presumed that any violation that existed at the time of the inspection was a known violation.

(E) Certificates shall not be required in circumstances described in Texas Property Code § 5.008(e)(1) - (4) and (6) - (10). These include foreclosure sales, sales by a bankruptcy trustee, and sales among co-owners, or between spouses incident to a divorce.

- (F) Adopted by incorporation are provisions with respect to Certificates set forth in Texas Property Code § 207.003.

**8.07 (b) Transfer Fees.**

In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate pursuant to Texas Property Code Ch. 207, 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 associated with a transfer of property.

- (A) It is the owner/seller's responsibility to determine the then-current fees.
- (B) Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly.
- (C) The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.
- (D) If a resale certificate is not requested and a transfer occurs, all fees associated with the transfer, including association record update fees 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.

**8.08 Late Draft; Payment Plans; Collections.**

If payment is not received by the 30th day of January, the assessment shall be deemed delinquent, and will incur a late fee.

- (A) The late fee is \$20.00, and will continue to be imposed on the 1<sup>st</sup> day of each month as long as the account reflects an outstanding balance due. The fee is to defray the additional administrative time involved in collection of delinquent accounts.
- (B) A fee of \$25.00 will be levied for each returned check.
  - i. In the event an owner delivers two or more checks within a 6-month period that are dishonored,



the Association reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.

(C) The Association may in its discretion return to the owner all partial payments that are:

- i. delivered with a notation "payment in full" or comparable stipulation, or
- ii. backdated to make it appear that a late payment was tendered on time.

No memorandum or condition on a check or cover letter shall be deemed effective to bind the association. Payments deposited shall be applied in accordance with state law and these rules.

(D) The collection process has multiple steps:

- i. notice of delinquency and offer of payment plan;
- ii. demand letter by attorney or collection agent;
- iii. notice of lien claim recorded in property records; and
- iv. foreclosure.

(E) The Board authorizes the managing agent to take all steps except foreclosure. Foreclosure auctions must be authorized by the Board at a meeting for which the published agenda gives fair notice that assessment delinquencies will be discussed.

- i. To safeguard owners' privacy rights, no identifying information about the accounts will be published in the agenda or discussed in open meetings where persons other than the Directors and managing agent are in attendance.

(F) A payment plan will be offered upon an eligible owner's request.

- i. As a general rule, this will occur when the account balance exceeds \$400.00 or is more than 3 months delinquent; but the Board may vary this time frame in its discretion.
- ii. The owner has 45 days after the date of the offer to accept the payment plan or negotiate an alternative plan with the Association.
- iii. A payment plan will also be offered pursuant to state law, Texas Property Code 209.0064 prior to the Association sending the matter to an attorney for collection.

(G) All owners are eligible to receive a payment plan, unless disqualified. An owner who defaults under a payment plan will be disqualified from receiving a payment plan for two (2) years after the default.

Owners are eligible to receive a payment plan no more than once in any two-year period.

(H) Prior to mailing a letter pursuant to Texas Property Code §209.0064, the Association is required to offer a payment plan only once and only in response to an owner request, before referring the account to an attorney or collection agent.

- i. The Association may offer payment plans later in the collection process, but that decision is optional.
- ii. As a general rule, the older and larger an account becomes, the stricter the payment plan terms will be.
- iii. If an owner does not accept or defaults on the initial payment plan offer, the Association does not have to offer the same payment terms at a later time.
- iv. After a letter is sent pursuant to Property Code §209.0064, the owner is eligible for a payment plan only if the owner requests a payment plan no later than 45 days after the date of the Association's letter (this letter notifies the owner of the amount due, providing 45 days for payment, and describing a payment plan option).

(I) Among the factors that will be considered in setting payment plan terms are: length of delinquency, amount due, owners' payment history, reason for non-payment, owner performance on previous payment plans, and violation history, to the extent it reflects owner's willingness to abide by Association rules and standards, as well as any other relevant circumstance.

- i. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances, and thus payment plan terms may not be identical for all owners.
- ii. The Board of Directors delegates to the managing agent and the Association's attorney (who each may act without the joinder of the other) the authority to set payment plan terms for an owner.
- iii. Additional provisions relating to payment plans are set forth in the Association's Payment Plan Guidelines, which document is incorporated by reference in this Collection Policy.

(J) The Association will allow owners to pay delinquent regular and special assessments in payments over a period of no less than 3 months.

- i. Payments shall be made at intervals of not more than 30 days.
- ii. Payments shall be roughly equal in amount (balloon payments that defer payment of most of the debt to the end of the period are unacceptable).
- iii. The owner must also pay current assessments when due.

(K) The amount of each payment, frequency of payment, and length of the payment period is up to the Board's reasonable discretion.

- i. Factors that may be considered include the length of the delinquency, the amount due, the owner's payment history, time elapsed between the Association's offer of a payment plan and owner's acceptance, the promptness with which owner acts, reason for non-payment, owner's performance on previous payment plans, violation history (to the extent it reflects owner's willingness to abide by Association rules and standards, and any other relevant circumstances.
- ii. The Board of Directors authorizes the managing agent and the Association's attorney (which may act without the joinder of the other) to set payment plan terms for an owner.

(L) Every plan must be in writing and signed by the owner(s.)

- i. the owner must return a signed copy to the Association within 30 days of the date the Association sends the plan to the owner.
- ii. The owner must also provide reasonable contact and identifying information requested by the Association, and notify the Association of any change in contact information during the plan.

(M) As long as the owner complies with the requirements of the plan, the Association will not charge any late fees during the plan.

- i. The Association may charge a fee of no more than \$25.00 for preparing the plan agreement, plus a monthly administrative processing fee of \$25.00 to \$50.00, depending on the length of the plan.
- ii. If the payment plan involves a special assessment, the owner must reimburse the Association for any interest the Association must pay, or additional cost incurred, as a result of the owner not paying the special assessment when due.

(N) The owner will be in default under an agreed plan if the owner does not pay (a) the agreed installment

payment on time or (b) any current assessment as it accrues.

- i. An NSF check will be considered non-payment.
- ii. If the owner defaults under the plan, the Association may demand immediate payment of the entire amount due, resume charging late fees, and refer the matter to an attorney for collection.
- iii. Any payments received subsequent to default will be applied to non-assessment items first (including fines, late fees, and other non-assessment items).

(O) The Association shall give written notice of default to the owner.

- i. The owner may appeal to the Board.
- ii. Submitting an appeal does not relieve the owner from the obligation to pay past due or present assessments; and the Board may consider non-payment during the appeal period as a factor adverse to the owner's appeal.
- iii. The Association shall have the right to charge a reasonable administrative fee for providing notice of default.

(P) An owner may ask the Association to modify the payment plan.

- i. All such requests must be in writing and supported by specific reasons.
- ii. A request for modification must be made within ten (10) days of the date the Association offers the payment plan to owner.
- iii. If the request for modification is due to events that occur after the plan is accepted, the owner should request modification as soon as possible after the event.

(Q) The Association may waive or choose not to enforce these guidelines as to one or more owners.

- i. Non-enforcement shall never be construed as an abandonment or waiver of these guidelines.
- ii. No owner shall have any right to receive the same terms each time a payment plan is offered to the owner.
- iii. No owner has a right to demand a plan that differs from the parameters set forth in these guidelines.

(R) Payment plan is intended to provide temporary relief to alleviate immediate financial hardship.

- i. At the end of the plan, the owner will be expected to resume paying assessments on the same

basis as applies to Association membership in general.

- (S) The Board of the Association is charged with overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members.
- i. Late fees and collection costs may be charged for unpaid amounts.
  - ii. The Association has engaged the services of a professional association management company (including all agents of management company, "Manager") to perform day-to-day administrative tasks on behalf of the Association and may or has engaged a law firm ("Firm") to provide collection services through a licensed attorney.
  - iii. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay and expense.
- (T) The Board hereby authorizes Manager and any successor management companies/management company agents retained by the Association with the authority to communicate with any Firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the Firm, for all successive collection steps to be carried out by the Firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board.
- i. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol. This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.
  - ii. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

- i. If an owner is in default under a payment plan, any payments thereafter made will be credited to non-assessment items first, such as the following priority:
  - a. maintenance/repair costs incurred by the Association (such as mowing charges)
  - b. collection costs, including attorney's fees and manager's charges
  - c. late fees
  - d. fines
  - e. delinquent assessments
  - f. current assessments

(U) Owner Rights During Delinquency.

- i. The Association may withhold from an owner the right to use/access Association amenities during the period of delinquency.
- ii. If the owner is on a payment plan, then the right to use the amenities will be restored as long as the owner is current on his or her obligations under the payment plan.
- iii. The delinquency shall not affect the owner's right to vote or serve on the Board of Directors.

(V) Referral to Collection Agent

- i. If the Association and owner do not agree on a payment plan within 45 days of request by an owner in the period following the Association's sending a letter pursuant to Property Code §209.0064, or if the owner defaults under a payment plan entered into prior to the end of the 45-day period in the Association's 209.0064 letter, the account shall be referred to an attorney or agency for collection.
  - a. The timing of the referral shall be at the discretion of the Association.
- ii. The Association will initially pay for all collection costs and attorney's fees, but will bill the same to a delinquent owner's account.
  - a. The owner must reimburse to the Association all collection fees.
- iii. The Association may make exceptions to this collection protocol for good cause or in the interest of fairness or economy.
  - a. Each exception is made on its own merits, and the Board is not required to make the

same exception for every owner.

**9.06 (a) Enforcement Procedure.**

The Association may notify the owner of the fine, assessment, or other remedy imposed within 30 days of its imposition.

- (A) The Board gives standing orders to the managing agent to send notices of violation whenever a Violation is discovered, without express authorization from the Board on each individual Violation.
- (B) The Association may give one or more courtesy notices of violation in the Board or Manager's discretion. Prior to levying fines, suspending common area usage rights or levying a damage assessment, the Association shall give the Owner written Notice of Violation via certified mail, return receipt requested, to Owner's last known mailing address (with copy in the Board or manager's discretion via email) as shown in the Association's records, that:
  - i. describes the Violation and states the remedy to be imposed, including amount and beginning date of the fine;
  - ii. allows the Owner a reasonable time, by a specified date (which date may be shorter than the deadline to request a hearing), to cure the Violation and avoid imposition of the fine or remedy; provided, this provision shall not apply if
    - a. the Owner was given email/certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months, or
    - b. the violation is incurable or poses a threat to public health or safety;
  - iii. states that not later than the 30th day after the date of the Notice, the Owner may request in writing a hearing before the Board to contest the matter;
  - iv. states that attorneys' fees and costs will be charged if the violation/delinquency continues after a specified deadline.
  - v. 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*).

- (C) Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
- (D) These 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.
- (E) 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 (including transmission via email) of the date, time, and place of the hearing.

**9.06 (b) Imposition of Fines.**

- (A) Unless a different fine is set by the Board in the Notice, fines are:
  - i. First Offense: \$150
  - ii. Second Offense: \$300
  - iii. Third and Subsequent Offenses: \$450
- (B) 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.
- (C) The Association may charge an administrative fee of not more than \$25 per notice to defray the time and cost of processing violation notices.
- (D) 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.
- (E) If the Violation is not timely cured after the first notice, or if it is incurable or poses a threat to public health or safety, the Board may impose fines.

**9.06 (c) Repeat Violations.**

- (A) Fines for a discrete incident will be imposed on a per occurrence basis; provided, that failure to correct a Violation within the time specified in a Notice will be considered a new Violation.



- (B) If a curable Violation is not corrected within 15 days of a Notice, it will be considered a repeat offense, and subject to an escalating fine.
- (C) The fine for a repeat Violation within 6 months will be higher than for the previous violation(s.)
- (D) If the Violation is of a continuous or ongoing nature, fines may be imposed on a daily or weekly basis (fines shall be assessed daily absent resolution of the board), as long as the Notice advises the Owner that fines will be imposed on this alternate basis.

/Volumes/File Server-1/CLIENTS/River Place/Rules 8-22/Rules execution copy 8-23-22.docx