

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

**2017 CONSOLIDATED RULES AND REGULATIONS  
FOR  
BELVEDERE HOMEOWNERS ASSOCIATION, INC.**

*(These rules supersede and replace all previously-adopted rules filed of record  
in Travis County Official Public Records.)*

**Document reference.** Reference is hereby made to that certain Consolidation, Amendment & Restatement of Declaration of Covenants, Conditions and Restrictions For Belvedere Homeowners Association, Inc., filed as Document No. 2016036296 of the Official Public Records of Travis County, Texas (the “**Declaration**”).  
Reference is further made to the rules filed of record in Document number 2016149812, as amended by the documents filed as document numbers 2016175467 and 2017072297, all of the Official Public Records of Travis County, Texas (cumulatively, the “**Rules**”).  
***This filing does not amend the Rules but simply consolidates the Rules into one filing.***

WHEREAS the Declaration provides that persons owning lots subject to the Declaration are automatically made members of Belvedere Homeowners 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 2.1 of the Declaration and/or State law, and has previously adopted the Rules; and

WHEREAS the Board has voted to amend and restate the rules as provided herein;

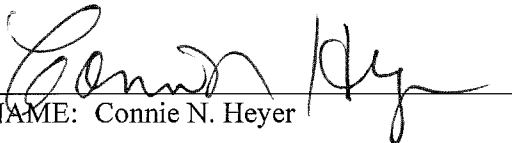
THEREFORE those Association Rules and Regulations attached hereto have been, and by these present are, adopted. **These rules consolidate, supersede and replace the Rules.**

**BELVEDERE HOMEOWNERS ASSOCIATION, INC.**

Acting by and through its Board of Directors

Filed of record in accordance with Texas Property Code Chapter 202

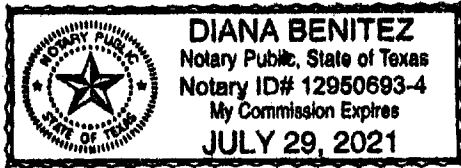
By Niemann & Heyer LLP, attorneys and authorized agents

  
NAME: Connie N. Heyer

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2017, by Connie N. Heyer in the capacity stated above.



Diana Benitez  
Notary Public, State of Texas

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## SECTION I

### CONFIRMATION OF IDENTITY

Confirmation of Identity. Any Association representative, including a representative of the association's managing agent, a Board member, or a hired courtesy officer, has no duty to, but may, require anyone in a public area of the community to provide his or her name and address in the community, or if not a resident of the community, to identify his or her name and the name and address of the resident being visited. Upon request all such persons must provide identification documentation (such as drivers license). Persons who refuse to comply may be required to leave the community immediately, and are subject to enforcement action as provided in the governing documents of the community. This is for the protection of all residents. Public areas of the community for the purpose of this rule will be considered all areas except for private residential lots.

## SECTION II

### ASSESSMENT COLLECTION AND ENFORCEMENT POLICY

2.1 PURPOSE: The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.

2.2 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.

2.3 THE POLICY:

2.3.1 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 Belvedere 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 and Enforcement Policy set forth below.

Per the declaration (section 3.1), the association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, fines and other charges (including attorneys fees incurred as a result of enforcement).

2.3.2 Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.

2.3.3 NSF Fees. Checks, 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 \$30. Late fees shall also be assessed as appropriate.

2.3.4 Delinquency. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:

2.3.5 Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 1.5% per month, (18% per year, per declaration Section 3.7) compounded monthly,

until paid in full and/or (see declaration section 3.7, either or both is authorized) a late fee in an amount as determined from time to time by the board will be due for each month that an overdue balance remains on the owner's account. The owner is responsible for all costs of collection.

- 2.3.6 Courtesy Notice. 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.
- 2.3.7 60 days delinquent. When an account is approximately 60 days delinquent, 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.)
- 2.3.8 Formal Collection Action; 90 days delinquent. Once an Assessment is Delinquent for more than 90 days and the notice described in Section 3.2.3 above has been sent, the account shall be turned over to the Association's attorney to initiate formal collection action. 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 initiating and carrying out a foreclosure of the Association's lien against the Lot, all in accordance with state-law notice and procedural requirements.
- 2.3.9 Authority to Vary from Policy. In handling any particular Delinquent Assessment, the Board of Directors retains the authority to vary from this Assessment Collection Policy as may be appropriate given the particular facts and circumstance involved, so long as the related action is in compliance with the Declaration and State law.
- 2.3.10 Payment plans. Payment plans shall be offered as described in the association's payment plan rule.

#### 2.4 Non-monetary violations

- 2.4.1 Certified Mail Notice of Violation. Prior to levying a property damage assessment against an owner, fining an owner, or suspending the owner's usage rights to the common area due to a violation, the association shall comply with the notice requirements of Ch. 209, Texas Property Code. The management company shall, upon becoming aware of a violation of the deed restrictions, send a certified mail, return receipt requested notice of violation in accordance with Ch. 209, Texas Property Code.

The Board may deviate from this standard procedure, including instructing the managing agent to send a courtesy warning first rather than sending the above-reference certified mail notice, in its sole discretion.

- 2.4.2 Self-help; damage assessment. The association may cure any violation involving lack of Lot maintenance in accordance with declaration section 7.3. The association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests or invitees.
- 2.4.3 Fines. If a curable violation is not cured by the deadline given in the certified mail notice described in subsection 2.4.1, or if a violation is not curable, a fine shall automatically levy in the amount of \$250 per violation unless otherwise determined by the Board, with the exception that trash can violations will result in a \$25 fine unless otherwise determined by the Board. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine, in its sole discretion. Each day of the violation will be considered a separate violation.

- 2.4.4 Managing agent authorization. If Association has engaged the services of a management company or managing agent for the Association, the management company/agent is granted authority to carry out this policy and all other enforcement policies herein (including the enforcement policies regarding pets), including carrying out the standard enforcement/fining procedure and communicating with legal counsel retained by the Association and to authorize collection and enforcement work by such legal counsel on behalf of the Association, without further vote or action of the Board. 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, and 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 III

#### CUSTOM BUILDER PERFORMANCE DEPOSIT PROGRAM

- 3.1 Summary and Purpose. The Belvedere Board adopts, upon the Belvedere ACC's recommendation, the following Custom Builder Performance Deposit regulation, applicable to all situations involving custom builders at Belvedere custom builders. As our community grows and matures, it is vital for us to effectively manage the custom builder construction process.

This Program is designed to achieve the custom builder performance standard necessary for our residents and clients.

- 3.2 Deposit. Each custom builder shall deposit or cause to be deposited \$3,000.00 with the Belvedere HOA before site construction commencement. The custom builder shall receive the net deposit (net of any deductions, as described herein) amount returned to it on or promptly after the time the HOA issues the Certificate of Occupancy. If there is an unfunded deduction amount (the deductions exceed the deposit), the unfunded amount must be paid – no Certificate of Occupancy (see declaration §5.2(f)) will be issued if an unfunded balance exists.
- 3.3 Impact fee. Each custom builder shall pay or cause to be paid a non-refundable impact fee of \$3,000 before site construction commencement.
- 3.4 Performance Management. The Belvedere HOA Community Manager, CCR Declarant, ACC and HOA Board shall have the authority to manage the inspection and deduction process. The Belvedere HOA Community Manager shall communicate the violation and deduction action to the custom builder. The custom builder shall be assessed a deduction according to the schedule below, to be deducted from the deposit monies. If appropriate in the Board's sole discretion, the deposit monies will be used to correct the violation.
- 3.5 Deductions. The violations and deductions assessed for each violation are as follows. Contractor is responsible for actions of contractor and all subcontractors (including being responsible for ensuring that all subs comply with the governing documents of the community including these custom builder provisions). Each violation, including each day of a violation, may be considered a separate violation:

- |                             |          |
|-----------------------------|----------|
| 1. Trashy construction site | \$500.00 |
|-----------------------------|----------|

- |    |   |          |
|----|---|----------|
| 2. | Contractor parking in street in violation of governing document provisions (for example, blocking traffic, parking in street when available on-site parking exists – see Declaration §4.7(b), and Section IV attached hereto) | \$500.00 |
| 3. | Contractor trespassing (parking or driving)   | \$500.00 |
| 4. | Mud or dirt in street at construction site  | \$500.00 |
| 5. | Contractor damaging on-site landscaping   | \$500.00 |
| 6. | Contractor speeding   | \$500.00 |
| 7. | Contractors working non construction hours  | \$500.00 |
| 8. | Construction Inspection Program violation   | \$500.00 |
- 3.6 Appeal Process. The custom builder shall have the right to appeal any Performance Deposit Program decision with the Belvedere HOA Board, if the appeal request is submitted within thirty (30) days of the date of the notice of deduction.
- 3.7 Custom Builder Notice. This Performance Program shall become effective upon the date this Rule is adopted, and shall be communicated to all Belvedere approved custom builders and posted on the Belvedere website. The Association may require Custom Builders to sign and return a copy of this notice. The Community Manager shall mail the custom builder a Notice of the Violation and the deduction for the violation promptly after any deduction is levied.
- 3.8 Miscellaneous. Lot owners are ultimately responsible for all actions of customer builders and other vendors to the Lot owner’s site. However in the event of a custom builder violation as described herein, the Association will look first to the remedies described herein against the custom builder, before pursuing remedy against the Owner. However the Association reserves the discretion to pursue remedies against the owner in conjunction with or as an alternative to this deduction process in the event that in the Board’s sole discretion, violations committed by customer builders are repeated, or significant enough to warrant such action.

**SECTION IV**

**CONTRACTOR AND OTHER CONSTRUCTION PARKING**

In addition to the parking restrictions contained within Declaration Section 4.7(b), construction contractors (including subcontractors) and other construction vendors are prohibited from parking on the street unless all available parking space in the driveway of the Lot where work is being performed, if any, and any other off-street parking area on the Lot, is occupied. Vehicles must be parked in such off-street areas in a manner that allows the maximum number of vehicles to be parked in such off-street areas.

If construction vehicles are parked on the street due to the on-site parking being fully occupied, such vehicles must park *only* on one the side of the street adjacent to the Lot on which the vehicle drivers are working, and as many vehicles as possible must be parked in front of that Lot (so as to minimize parking in front of other neighbors’ Lots.)

## SECTION V

### RECORD PRODUCTION

- 5.1 Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
- 5.2 Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
- 5.2.1 sufficient detail to describe the books and records requested, and
  - 5.2.2 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.
- 5.3 Timeline for record production.
- 5.4 If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
- 5.5 If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
- 5.6 Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
- 5.7 Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
- 5.8 Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, a summary of the maximum permitted charges for common items are:
- 5.8.1 Paper copies - 10¢ per page
  - 5.8.2 CD - \$1 per disc
  - 5.8.3 DVD - \$3 per disc
  - 5.8.4 Labor charge for requests of more than 50 pages - \$15 per hour
  - 5.8.5 Overhead charge for requests of more than 50 pages - 20% of the labor charge
  - 5.8.6 Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
- 5.9 Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:



- 5.9.1 Owner violation history
  - 5.9.2 Owner personal financial information
  - 5.9.3 Owner contact information other than the owner's address
  - 5.9.4 Information relating to an Association employee, including personnel files
  - 5.9.5 Ballots (see 5.24)
- 5.10 Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.
- 5.11 Ballots. Subject to limited exceptions, state law provides that ballots from an election or vote are not records subject to production by the Association.

## SECTION VI

### RECORD RETENTION

- 6.1 Conflict with Other Provisions. Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
- 6.2 Record Retention. The Association will keep the following records for at least the following time periods:
- 6.2.1 Contracts with terms of at least one year; 4 years after expiration of contract
  - 6.2.2 Account records of current Owners; 5 years
  - 6.2.3 Minutes of Owner meetings and Board meetings; 7 years
  - 6.2.4 Tax returns and audits; 7 years
  - 6.2.5 Financial books and records (other than account records of current Owners); 7 years
  - 6.2.6 Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
- 6.3 Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

## SECTION VII

### PAYMENT PLANS

- 7.1 Eligibility for Payment Plan.
- An Owner is eligible for a Payment Plan (*see* Paragraph 7.2 below) *only* if:
- 7.1.1 The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;

- 7.1.2 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 Property Code §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
- 7.1.3 The Association receives the executed Payment Plan and the first payment within 15 days of the Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.
- 7.2 Payment Plans. The terms and conditions for a Payment Plan are:
- a. Term. Payment Plans are for a term of 6 months. (See also Paragraph 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 at the rate of eighteen percent (18%) per annum, 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.
- 7.3 Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Payment Plan after the 30-day timeframe referenced in Paragraph 7.1.2. 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.

7.4 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 attorneys 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).

7.5 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 Paragraph 7.2a 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 vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.

7.6 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 VIII

### EXTERIOR LIGHTING

8.1 General: The intent of this outdoor lighting rule is to maintain the visibility of the natural skylight of all Owners and to minimize outdoor light pollution. Outdoor lighting (home and landscape, except holiday lighting) previously approved and/or existing on or before March 23, 2016, are considered grandfathered with respect to the requirements in sections 3. and 4. of this rule. However, modifications to existing outdoor lighting made subsequent to March 23, 2016, are subject to all provisions of this rule.

8.2 Prior approval required: All outdoor lighting, whether new or a material modification to existing outdoor lighting, must receive the prior written approval of the Architectural Control Committee, must meet the requirements of this rule, and must comply with all local ordinances. A material modification includes the addition and/or repositioning of more than three (3) outdoor lighting fixtures per residence, whether in a single occurrence or in aggregate. An outdoor lighting plan ("Plan") is to be submitted to the Architectural Review Committee for review. The Plan is, at a minimum, to include:

- A site plan including the outline of all structures, indicating the location and type of each current and proposed outdoor lighting fixture.
- An itemized tabulation of all existing and proposed outdoor lighting fixtures, including their location (e.g. garage, front entry, doorways, walkways, foliage / trees, etc.),

fixture type, whether or not the fixture is fully shielded / full cut-off, lamp type and lumen output by fixture. Tabulation is to include the total lumen output for all outdoor lighting at the residence, inclusive of existing and proposed fixture(s).

- For purposes of this rule, ceiling mounted, recessed can fixtures within the covered area of an outdoor patio are not to be included in Plan.

8.3 General requirements:

- All outdoor lighting fixtures are to be fully shielded and not exceed the allowed lumen output in Table A. Beyond the shielding requirements, all lighting fixtures are to be located, aimed and/or shielded (by the fixture itself or the immediate building structure) so that direct glare is not visible from, and light trespass is minimized to the extent practical onto, other Lots, HOA Lots, Common Areas and roadways.
  - Exceptions:
    1. One or two partly shielded or unshielded fixtures at the main entry, not exceeding the allowed lumen output in Table A, row 1. Glare and light trespass requirements, as noted above, are applicable.
    2. Underwater lighting in swimming pools and other water features.
    3. Temporary lighting and seasonal lighting provided that individual lamps are less than 10 watts and 70 lumens.
  - Sodium, mercury vapor, and bare High Intensity Discharge (HID) lighting, along with spot and flood lighting, is prohibited and not subject to the grandfathering provision in section 1 of this rule.
  - Total lumens of all outdoor lighting are not to exceed 15,000 lumens per residence. Total lumens of a landscape / walkway lighting system alone are not to exceed 10,000 lumens per residence.
  - Rated color temperature of light sources (luminaires) is not to exceed 3,200 Kelvin.

**Table A – Outdoor Lighting Limits**

<b>Lighting Application</b>	<b>Max. Lumens per Fixture</b>
<b>Row 1:</b> Maximum allowed lumens* for each partly shielded or unshielded fixtures at main entry only	420
<b>Row 2:</b> Maximum allowed lumens* for each fully shielded fixture	1,260
<b>Row 3:</b> Maximum allowed lumens* for each low voltage landscape / walkway lighting fixture	600

\* Lumens equals Initial Lamp Lumens for a lamp, multiplied by the number of lamps in the fixture.

8.4 Landscape / Walkway lighting: Lighting

- 8.5 is to be low voltage-type and shielded. Additional requirements beyond those in section 3 of this rule include:

- Lighting fixtures must be spaced at least five feet apart.
- Up lighting of structures and/or landscaping should be conservative. Up lighting of foliage is restricted to evergreen trees only. Up lighting of yard art and/or structures other than the primary residence is prohibited.
- Lighting of outdoor sporting or recreational facilities (e.g. sport courts, basketball courts, putting greens, etc.) is prohibited.
- Owners are required to maintain all lighting in good condition and repair.
- Landscape / Walkway lighting is encouraged to be off from 11:00 p.m. until sunrise.

8.5 Holiday lighting: Temporary lighting used for a specific celebration which may be one of the following types below. Said lighting is allowed as an exception to this provision, provided that all holiday lights are illuminated no sooner than 30 days before a holiday and removed no later than 14 days after said holiday.

- Festoon type low-output lamps (i.e. mini lights, C7/C9, and T8 type), limited to small individual bulbs on a string.
- Low-output lamps used to internally illuminate yard decorations (e.g. inflatable characters). Externally-mounted flood and spot lights are prohibited.
- Holiday lighting is encouraged to be off from 11:00 p.m. until sunrise.
- Flashing holiday lights are prohibited.

8.6 Outdoor Lighting Definitions:

- **Fixture**: The complete lighting unit, consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.
- **Fixture - Fully Shielded**: A fixture constructed and installed in such a manner that the emitted light, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the fixture, is projected.
- **Fixture - Unshielded**: A fixture capable of emitting light in any direction including downwards.
- **Glare**: Light entering the eye directly from a light sources or indirectly from reflective surfaces that causes visual discomfort and/or reduced visibility.

- **Light Trespass:** Light that falls beyond the property it is intended to illuminate.
- **Lumen:** Unit of measure used to quantify the amount of light produced by a lamp or emitted from a fixture (as distinct from “watt,” a measure of power consumption).

## **SECTION IX**

### **PETS**

- 9.1 **Limit on Number of Dogs and/or Cats.** Per Declaration Section 4.7(f), owners are prohibited from raising, breeding, or keeping any animals on the property except dogs or cats, and owners may not keep more than two pets total on the lot at any given time. So, owners may keep up to 2 dogs, or 1 dog and 1 cat, or 2 cats, on the lot at any given time.
- 9.2 **Nuisance.** The owner of a lot is responsible for ensuring that any dog of the owner, his tenants, or guests: (i) does not cause injury to any person or other domestic pet or otherwise unreasonably interfere with an owner’s use and enjoyment of the community; (ii) does not destroy fencing or other property; (iii) is not unaccompanied at any time other than in the dog owner’s home or fenced yard; or (iv) does not bark excessively, in the sole discretion of the board.
- 9.3 **Rules in Addition to Declaration Restrictions.** These rules are in addition to all restrictions on animals and pets contained in the Declaration of Covenants, Conditions and Restrictions for Belvedere.
- 9.4 **Owner’s Control.** Dogs must be directly supervised by and under the control of their owner or handler at all times. While the Association has no authority to enforce County law, residents are reminded that Travis County animal laws including leash laws apply to Belvedere (see also Declaration §4.7(f)).
- 9.5 **Pool Areas.** Dogs are not allowed in the community pool area (including anywhere within the fence enclosing the pool).

## **SECTION X**

### **OPEN HOUSES**

Open houses are allowed only on the third Sunday of each month. Owners or realtors must make prior accommodation with the association’s managing agent for gate codes and entry into the subdivision. *Owners’ gate codes may NOT be used.* All open house signage must comply with Belvedere design guidelines. (Including with out limitation, prior approval is required for all signage in the common area – even on a temporary basis for open houses.) No signage may be erected prior to one hour before open house opening, and all open house signage must be removed within 1 hour of the open house closing. Open houses may not begin before 11:00 am and must conclude by 4:00 pm.

## SECTION XI

### TRAFFIC; MOTORIZED VEHICLES

#### 11.1 ATVs, Golf Carts, Dirt Bikes and similar vehicles.

For the purposes of this Section, an "All-terrain vehicle" means a motor vehicle that is:

- (A) equipped with a seat or seats for the use of:
  - (i) the rider; and
  - (ii) a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;
- (B) designed to propel itself with three or more tires in contact with the ground;
- (C) designed by the manufacturer for off-highway use;
- (D) not designed by the manufacturer primarily for farming or lawn care; and
- (E) not more than 50 inches wide.

A "Golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course. The Board shall have the authority in its sole discretion to determine what vehicles are regulated under this Section.

Pursuant to Declaration Article 6.5, no licensed or unlicensed motorized vehicles, including, but not limited to golf carts, all-terrain vehicles, motorcycles, shall be allowed to drive or operate on any trails or pathways on the HOA Lots, and such trails and pathways shall be used only for walking, jogging and bicycle traffic. The sole exception to this rule is for HOA maintenance vehicles.

Regarding private roads, a person younger than fourteen (14) years of age who is operating a golf cart, all-terrain vehicle, or motorcycle, etc. must be accompanied by and be under the direct supervision of the person's parent or guardian or an adult over eighteen (18) years of age.

Use of all golf carts, all-terrain vehicles, motorcycles, etc. operate at the user's own risk and at all times must be operated in a safe manner. A person may not operate a golf cart, all-terrain vehicle, motorcycle, etc. in a careless or reckless manner that endangers, injures, or damages any person or property.

#### 11.2 Traffic

Drivers must obey all traffic signs and all posted speed limits throughout the community. **Unless otherwise posted, the speed limit on all roads in the community is 25 mph.**

**After recording, please return to:**

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

File Server:CLIENTS:Belvedere HOA:Rules restated 2017.docx

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DANA DEBEAUVOIR, COUNTY CLERK  
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