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STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDED AND RESTATED RULES AND REGULATIONS**
**FOR**
**BELVEDERE HOMEOWNERS ASSOCIATION, INC.**

This filing AMENDS and REPLACES the prior Rules, so that as of the date of this filing, the applicable Belvedere rules are: (1) this filing, and (2) the Architectural Bulletin filed of record in Document no. 2019002529 of the Official Public Records of Travis County, Texas.

**Document reference.** Reference is hereby made to that certain Consolidation, Amendment and 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 (together with all amendments and supplemental documents amendments thereto, the "**Declaration**").

Reference is further made to the Amended and Restated Bylaws of the association, filed of record in Document No. 2018148661 of the Official Public Records of Travis County, Texas ("**Bylaws**.")

Reference is further made to the rules attached to the Bylaws and Adoption of Rules and Regulations of Belvedere Homeowners Association, Inc., filed as Document No. 2011111172; the rule filed of record in document no. 2008037377; the Rules and Regulations [of] Belvedere Homeowners Association, Inc., filed as Document No. 2012045766; the Amendment of Rules and Regulations of Belvedere Homeowners Association, Inc., filed as Document No. 2012033751; and the Amendment of Rules and Regulations of Belvedere Homeowners Association, Inc., filed as Document No. 2012048410 and 2012144558; and the rules of record in Document No. 2017114020 and 2023077489, all in the Official Public Records of Travis County, Texas (cumulatively and together with all amendments, the "**Rules**").

This filing AMENDS and REPLACES all prior Rules, so that as of the date of this filing, the applicable rules are: (1) this filing, and (2) the Architectural Bulletin filed of record in Document no. 2019002529 of the Official Public Records of Travis County, Texas.

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 at its August, 2023 Board adopted the Rules attached hereto to amend and restated the Rules as provided herein; and

THEREFORE those Association Rules and Regulations attached hereto have been, and by these present are, adopted.

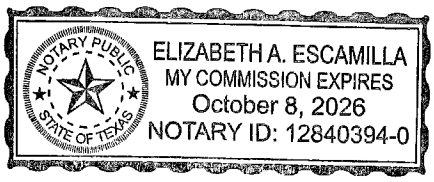
**BELVEDERE HOMEOWNERS ASSOCIATION, INC.**
Acting by and through its Board of Directors
Filed of record in accordance with Texas Property Code Ch. 202
By Niemann & Heyer LLP, attorneys and authorized agents

Signature: _____
Connie N. Heyer

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5th day of October 2023, by Connie N. Heyer in the capacity stated above.

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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 45 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; Hearing. 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.

If an owner receives a 209 Violation Notice and requests a hearing in a timely manner[1], that hearing shall be held. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

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.

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[1] See attached for §209.007 hearing provisions at the time this rule was filed of record.

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. Ongoing curable violations will incur a fine daily until cured. The Board may deviate from this standard fining procedure, including electing to levy a lesser or greater fine, in it 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.

2.4.5 Categories of restrictive covenants. The general categories of restrictive covenants for which the Association may levy fines are (the Association may levy fines for violations of the following restrictive covenants of the Association):

Declaration, and any amendments thereto;

Bylaws, and any amendments thereto;

Rules and policies, including Architectural Bulletins, and any amendments thereto; and

Articles of Incorporation or Certificate of Formation of the Association, and any amendments thereto.

## 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 ACC 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. Outdoor lighting, whether mounted to a structure or placed along walkways or in landscaped areas, should not be overly concentrated in one area of the lot. The ACC can require that lighting fixtures be relocated or removed if it determines that lighting is too concentrated in any area.
    i. 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**

| Lighting Application | Max. Lumens per Fixture |
|---|---|
| **Row 1:** Maximum allowed lumens* for each partly shielded or unshielded fixtures at main entry only | 420 |
| | |
| **Row 2:** Maximum allowed lumens* for each fully shielded fixture | 1,260 |
| **Row 3:** 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 is to be low voltage-type and shielded. The use of solar-powered landscape lighting fixtures is discouraged; however, if utilized, such fixtures are subject to the same requirements as hard-wired lighting with regard to lumen output per fixture, fixture density, and color temperature as set forth in this Section. All such lighting requires prior approval by the ACC. 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 source 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.**

## SECTION XII.
## POOL ENCLOSURE FENCING

1. "Pool enclosure" means a fence that:
   a. surrounds an existing approved water feature including a swimming pool or spa;
   b. consists of transparent mesh or clear panels set in metal frames;
   c. is not more than 6' tall at any point; and
   d. is designed not to be climbable.

2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.

3. All pool enclosures must be black in color absent express approval of alternate color(s) by the ACC. The ACC may approve an alternate color but has no duty to do so.

4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the ACC. The ACC may approve an alternate construction design but has no duty to do so.

5. All pool enclosures must be maintained in a neat and attractive condition.

6. All plans for any pool enclosure must be approved by the ACC prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

## SECTION XIII.
## RELIGIOUS DISPLAYS

1. General. The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief[2].

2. Prohibited Items. No religious item(s) displayed may:
   a. threaten the public health or safety;
   b. violate a law[3];
   c. contain language, graphics, or any display that is patently offensive to a passerby;
   d. be installed on property owned or maintained by the Association;
   e. be installed on property owned in common by two or more members of the Association;
   f. be located in violation of any applicable building line, right of way, setback, or easement; or

[2] Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

[3] Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

3. Parameters. All religious displays must be located within 10' of the dwelling's frontmost building line (i.e. within 10' of the front facade of the dwelling). Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than seasonal religious displays must receive approval from the ACC 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. For example, and without limitation, no prior permission is required from the Association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as the ACC), the approval must be received from the Board.

4. Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations. Unless otherwise provided by the Declaration, Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 14 days after the holiday in question.

5. Other displays. Non-religious displays are governed by other applicable governing document provisions.

6. Removal. The Association may remove or cause to be removed any item in violation of the terms and provisions of this policy.

## SECTION XIV.
## SECURITY MEASURES

1. General. The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. "Security measure" 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.

2. 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 and/or outbuilding[4], may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2'. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible[5].

[4] For example cameras may not be mounted on a pole in the yard.

[5] For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed.

3. Perimeter fencing. Perimeter fencing when used in this Section means 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. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48" in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the Association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the ACC. 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.

4. Security Bars. The style, material, size, color and appearance of all security bars/grates must be approved by the ACC prior to installation on any structure. Unless the ACC approves otherwise, security bars must be made of iron bars or similar material that are spaced six inches on center, and of a color that matches/complements the structure. Use of a release mechanism that allows emergency escape/rescue is strongly encouraged for all applications of security bars where it is not already required by code.

5. Parameters; Plans and specifications. 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. Plans must be approved by the ACC prior to installation of any improvements. The ACC may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure.

## SECTION XV.
## BID PROTOCOL FOR PROJECTS EXCEEDING $50,000

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[6], the Association will solicit bids or proposals in accordance with the provisions of this Section. The Board or manager acting on behalf of the Board shall use good faith effort to obtain at least three bids[7] for the project based on a consistent scope of work presented to the would-be bidders. 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. 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. 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.

[6] 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.

[7] But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

## SECTION XVI.

## TRANSFER FEES

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. It is the owner/seller's responsibility to determine the then-current fees. 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. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.
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].

## SECTION XVII.
## COLLECTION PROTOCOL

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. Late fees and collection costs may be charged for unpaid amounts. 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. 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.

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. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol[9]. 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.

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[8] To the extent of any conflict with any prior transfer fee rule terms, the language of this rule supersedes.

[9] 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.

## SECTION XVIII.
## LEASING INFORMATION

To the extent leasing is authorized under other dedicatory instruments, in addition to any other information required by any dedicatory instrument to be provided regarding leasing, the following information must be provided to the Association promptly (within five business days) upon request by the Association:

- Contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants);
- Commencement date and term of the lease.

## SECTION XIX.
## IMPERVIOUS COVER

1. Following adoption of this rule, the following maximums will continue to apply for each lot:
   a. impervious cover is 9,400 square feet;
   b. number of out-buildings is one;
   c. size of a storage structure is 100 square feet.

2. Following adoption of this rule, the following additional maximums apply for each lot:
   a. out-building size is 1,600 square feet,
   b. if the outbuilding is solely intended as a casita, its size is 1,200 square feet, and is limited to one story with a maximum 12 foot plate height.

3. Credits from use of an ACC-approved rainwater harvesting system is limited to a maximum of 2,500 square feet per lot. Additional rainwater harvesting capacity can be installed but will not result in greater credit. Credits from rainwater harvesting can only be obtained through the use of rainwater harvesting systems as described in Section XX.

## SECTION XX.
## RAINWATER HARVESTING SYSTEMS

1. General Rules. All rainwater that is harvested must be stored in closed tanks, either above or below ground. The maximum amount of above-ground storage is 10,000 gallons and the maximum number of above-ground tanks is two (additional storage capacity must be below-ground). Above-ground tanks must not exceed 8 feet in wall height, and must be fully shielded from view from the street, neighboring lots, and common areas by wood or masonry cladding that covers the entire tank, excluding the roof, and matches or complements the exterior of the residence. The roof of the tank should be standing-seam metal to match or approximate in color the roof of the residence. Alternatively, at its discretion, the ACC may allow a masonry wall that screens the entire tank (including the roof) and associated equipment from view. The storage tank pad and the pad for associated equipment, if any, must be included in all calculations of impervious cover.

2. Approval Required for All Rainwater Harvesting Systems. Prior to any installation of any rainwater harvesting system (or any part thereof), prior written permission must be received from the ACC.

3.

Owners wishing to install such a system must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area. All elements of the system must be located within the building setbacks of the lot, and no above-ground element may be installed forward of the front facade of the home.

## SECTION XXI.
## CAMERAS ON COMMON AREAS

Installation: The Association has no duty to but may install cameras on common areas including subdivision streets. The cameras may be functioning or non-functioning (dummy installations).

No Live Monitoring/No Promise of Security. To the extent cameras are functioning cameras they will not be monitored live. Some cameras may be dummies. Some may be license plate readers. All cameras are subject to periods of mechanical failure and may be nonfunctional during electricity outages.

**Cameras should not be relied on for security or safety.**

Storage of Footage: Any footage will be stored at the discretion of the Association and may be erased or deleted at any time. The Association has no duty to save footage for any period.

Release of Footage: The association may prohibit or limit viewing or release of any camera footage in the Board's sole discretion, including without limitation limiting viewing or releasing to law enforcement personnel, cases of legal subpoena, or instances where a police report has been filed and provided to the Association and law enforcement are present at any viewing.

Texas Property Code §209.007

Sec. 209.007. HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION. (a) Except as provided by Subsection (d) and only if the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the board.

(b) Repealed by Acts 2021, 87th Leg., R.S., Ch. 951 (S.B. 1588), Sec. 22(2), eff. September 1, 2021.

(c) The association shall hold a hearing under this section not later than the 30th day after the date the board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the association may make an audio recording of the meeting.

(d) The notice and hearing provisions of Section 209.006 and this section do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(e) An owner or property owners' association may use alternative dispute resolution services.

(f) Not later than 10 days before the association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing.

(g) If an association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15-day postponement of the hearing.

(h) During a hearing, a member of the board or the association's designated representative shall first present the association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

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