



*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Sep 01, 2021 03:19 PM Fee: \$50.00

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\*Electronically Recorded\*

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS OF  
WINDERMERE HOMEOWNERS ASSOCIATION, INC.**

**Rules: 2021**

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Windermere – Revised 1996, filed at Vol. 12837, Pg. 1318, in the Real Property Records of Travis County, Texas, (together with all amendments, supplements, and annexation documents thereto, the “**Declaration**”).

Reference is further made to the Bylaws of Windermere Homeowners Association, Inc., filed as Document No. 2003096734 in the Official Public Records of Travis County, Texas (the “**Bylaws**”).

Reference is further made to the “Windermere Deed Violation Policy” and “Windermere Homeowners Association Pool Rules,” attached as exhibits to the Notice of Filing of Dedicatory Instruments for Windermere Homeowners Association, Inc., filed as Document No. 2000037301 in the Official Public Records of Travis County, Texas; the “Windermere HOA Resolutions Adopted,” Exhibit “A” (the “**Board Resolutions**”); and the “Windermere Homeowners Association Architectural Control Approval Guidelines,” Exhibit “B” (the “**ACC Rules**”) and Adoption of Rules and Regulations of Windermere Homeowners Association filed as document No. 2011159470 in the Official Public Records of Travis County, Texas and the rules filed as document no 2021050765 of the Travis County Official Public Records (cumulatively, together with the rules adopted herein, the “**Rules**”).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of WINDERMERE 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 Article V, Section 5.4 (e) of the Declaration, Article VII, Section 7.1 (A) of the Bylaws, and state law; and

WHEREAS the Board held a meeting on August 30, 2021 and voted to adopt the rules set forth in Exhibit “A” to supplement the previously-recorded Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit “A” control.

**THEREFORE the attached amendment to the Rules has been, and by these presents is, adopted and approved.**

**WINDERMERE 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

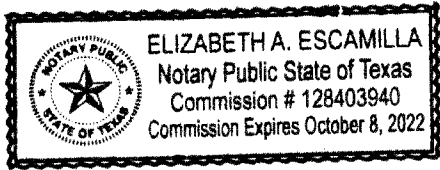
Signature: \_\_\_\_\_

Printed Name: Connie N. Heyer

Acknowledgement

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 1<sup>st</sup> day of September, 2021,  
by Connie N. Heyer in the capacity stated above.



Elizabeth A. Escamilla  
Notary Public, State of Texas

**EXHIBIT "A"**

**RULES OF  
WINDERMERE HOMEOWNERS ASSOCIATION, INC.**

**TABLE OF CONTENTS**

**SECTIONS:**

- **Pool enclosure fencing**
- **Religious Displays**
- **Security Measures**
- **Bid protocol for projects exceeding \$50,000**
- **Collection protocol**
- **Leasing information**

**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 architectural reviewing body of the association. The architectural reviewing body 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 architectural reviewing body. The architectural reviewing body of the association 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 first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

**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<sup>1</sup>.

2. Prohibited Items. No religious item(s) displayed may:
  - a. threaten the public health or safety;
  - b. violate a law<sup>2</sup>;
  - 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
  - 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 prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller. 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 an architectural control committee), 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 21 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.

### SECURITY MEASURES

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<sup>1</sup> 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.

<sup>2</sup> 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.

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 neighbor 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

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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<sup>3</sup>, 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<sup>4</sup>.
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 association's architectural review body. 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.

Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing, all portions of such fencing must be black in color, and must have the following specifications: pickets 1.75" square; rails 1.5" square; standard posts 2.5" square; picket spacing of at least 3" and not more than 4"; post spacing at least 8' on center; height of between 48" and 60"; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material.

4. 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 submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

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<sup>3</sup> For example cameras may not be mounted on a pole in the yard.

<sup>4</sup> For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed. <sup>5</sup> 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.

### 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<sup>5</sup>, 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<sup>5</sup> for the project based on a consistent scope of work

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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.

### 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<sup>6</sup>. 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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<sup>5</sup> 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.

<sup>6</sup> 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.

**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 within seven days of the owner entering into any lease for the owner's property:

\*contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants); and

\*the commencement date and term of the lease

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