



STATE OF TEXAS §

COUNTY OF TRAVIS §

ADOPTION OF RULES AND REGULATIONS

OF

WINDERMERE HOMEOWNERS ASSOCIATION

(Regarding Flags, Solar Devices, Rain Barrels, Religious Displays, Record Production and Retention, Payment Plans, Voting, Transfer Fees, Email Addresses, and Trash Containers)

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,” attached hereto as Exhibit “A” (the “**Board Resolutions**”); and the “Windermere Homeowners Association Architectural Control Approval Guidelines,” attached hereto as Exhibit “B” (the “**ACC Rules**”) (cumulatively, together with the rules adopted herein, the “**Rules**”).

The Declaration provides that owners of residential lots subject to the Declaration are automatically made members of Windermere Homeowners Association (the “**Association**”);

The Association, acting through its board of directors (the “**Board**”), is authorized to adopt and amend rules for the Association, pursuant to Sections 5.4(e) and 5.8(a) of the Declaration; and

The Board has voted to adopt the Rules as provided herein and hereby records as Exhibits A and B the previously-adopted Rules.

The following Rules are approved and adopted:

TABLE OF CONTENTS

Section I.	Flags
Section II.	Solar Energy Devices
Section III.	Rain Barrels and Rainwater Harvesting Devices
Section IV.	Religious Displays
Section V.	Record Production
Section VI.	Record Retention
Section VII.	Payment Plans
Section VIII.	Voting
Section IX.	Transfer Fees
Section X.	Email Addresses
Section XI.	Trash Containers
Exhibit “A”	Board Resolutions
Exhibit “B”	ACC Rules

SECTION I. FLAGS

1. **General.** An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flag pole, or one residence-mounted flag mount, but not both.
2. **Prior Approval Required.** All flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's Architectural Control Committee (the "ACC"). An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flagpole, flag mount(s), lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. **Permitted Flags.** An Owner is permitted to display on his or her Lot the flag of the United States of America, the flag of the State of Texas, and/or an official or replica flag of any branch of the United States armed forces, or other flag, subject to the restrictions contained in this Section I.

A pennant, banner, plaque, sign or other item that contains a rendition of a permitted flag does not qualify as a permitted flag under this Section I.

4. **Additional Requirements Related to Flags.**
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. No more than one flag at a time may be displayed on a flag mount. No more than two flags at time may be displayed on a flag pole.
 - c. Flags on flag poles must be hoisted, flown, and lowered in a respectful manner.
 - d. Flags must never be flown upside down and must never touch the ground.
 - e. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - f. If both the U.S. and Texas flags are displayed on a flag pole, they must be of approximately equal size.
 - g. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - h. Only all-weather flags may be displayed during inclement weather.
 - i. Flags must be no larger than 3'x5' in size.
 - j. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
5. **Materials and Appearance of Flag Mounts and Flag Poles.** A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount or flagpole and harmonious with the dwelling.
6. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front-most building line of the home. The ACC may require the pole to be installed on a particular side or otherwise require a particular location; and

- f. No trees may be removed for pole installation.
- 7. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).
- 8. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.
- 9. Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole do not create an unreasonable amount of noise.

SECTION II. SOLAR ENERGY DEVICES

- 1. Conflict with Other Provisions. Per state law, this Section II controls over any provision in any other Association governing document to the contrary, including Declaration Sections 3.9 and 4.7 to the extent of any conflict.
- 2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
- 3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
- 4. Prohibited Devices. Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the ACC; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ACC may require removal of any device in violation of this or any other requirement.*
- 5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
 - a. extend no higher than or beyond the roofline;

- b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. Rain Barrels and Rainwater Harvesting Systems. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section III.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, **or any part thereof**, in the following locations:
- a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems 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 (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
- a. are of a color other than a color consistent with the color scheme of the Owner's home;

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

- b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Installed in Side Yard or Improvements are Visible. If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.
2. Prohibited Items. No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
3. Remedies for Violation of this Section IV. Per state statute, if a religious item(s) is displayed in violation of this Section IV, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section IV. See also the "Exterior holiday lights or decorations" rule attached in Exhibit A to these Rules.
5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section V is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section V controls over any provision in any other Association governing document to the contrary, including Declaration Section 5.4(f) and Bylaws Section 10.1, to the extent of any conflict.
3. 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:

- a. sufficient detail to describe the books and records requested, and
 - b. 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.
4. Timeline for record production.
- a. 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.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. 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. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. 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:
- a. Paper copies - 10¢ per page
 - b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - f. 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
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. 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.

SECTION VI. RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section VI is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section VI controls over any provision in any other Association governing document to the contrary, including Declaration Section 5.4(f) and Bylaws Section 10.1, to the extent of any conflict.

3. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
4. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section VII is January 1, 2012.
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only if*:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. 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
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:
 - a. Term. Standard Payment Plans terms will be for the time period beginning on the date the Association receives the Owner's executed Standard Payment Plan and lasting until the end of the calendar year, but in no event will the term be less than 3 months (the term of any payment plan entered into during November or December will be extended into the new year so that a minimum term of at least three months is achieved).
 - 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).

- 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 highest lawful rate, compounded annually, 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 under the plan as the Board may establish.
 - 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.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe reference in paragraph 2(b). 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.
5. 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).
6. 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. 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. 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. VOTING

1. Conflict with Other Provisions. Per state law, this Section VIII controls over any provision in any other Association governing document to the contrary, including Bylaws Sections 3.4 and 3.5 to the extent of any conflict.
2. Voting Methods. In addition to voting methods allowed by the Association's governing documents, notwithstanding any language in the governing documents to the contrary, owner voting may be: in person, by proxy, by absentee ballot, or by electronic ballot.
3. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
4. Absentee and Electronic Ballots. Any absentee ballot must contain notice language as required by state law. Any absentee or electronic ballot will be counted for quorum purposes only for items appearing on the ballot. Any vote cast at a meeting of the Association will supersede any absentee ballot or electronic ballot submitted by the Owner for that proposal. Any vote cast by absentee or electronic ballot will not be counted if the proposal voted on differs from the exact language on the absentee or electronic ballot.

SECTION IX. TRANSFER FEES

1. Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, 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. 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 association record updates related to the transfer 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.

SECTION X. EMAIL ADDRESSES

1. Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.
2. Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new

email address, does not constitute a request to change the Owner's email in the records of the Association.

SECTION XI. Trash Containers

1. Front Street Trash Collection. For homeowners with front street trash collection, such trash containers may be placed in the street at the curb in front of the homeowner's lot ONLY between the hours of 5 PM the day before scheduled collection to 9 AM the day after scheduled collection. At all other times, the trash container is to be pulled back behind the front building line (front wall) of the home.
2. Alley Trash Collection. For lots with alley trash collection, the trash container may be placed in the alley behind the Owner's lot ONLY between the hours of 5 PM the day before scheduled collection to 9 AM the day after scheduled collection. At all other times the trash container is to be pulled back out of the alley right-of-way as far as practical.

AGREED TO and ADOPTED the 17th day of October, 2011.

WINDERMERE HOMEOWNERS ASSOCIATION
Acting by and through its Board of Directors

Earl C. Wellborn
By: [Signature]
Title: President

Exhibit "A": Board Resolutions
Exhibit "B": ACC Rules

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 17th day of October, 2011, by Earl C. Wellborn in the capacity stated above.

Angela D. Drabik
Notary Public, State of Texas

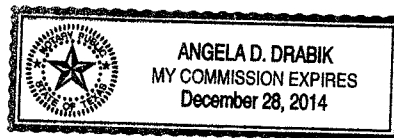


Exhibit "A"

The following resolutions were adopted by the Windermere Homeowners Association (WHOA) Board of Directors. Topic keywords are highlighted in bold:

Windermere HOA Resolutions Adopted

Resolution: The action on behalf of the Board of Directors it is hereby stated to **rescind previous resolution to transfer** the North Pool and Park to the City of Pflugerville on July 9, 2007. [Adopted September 20, 2010]

Resolution: Per Article II, Section 2.2 (b), states "The Association may charge reasonable admission and other fees for the use of any recreational facility in the Common Area." The Board hereby authorizes to charge \$100 per family for **an annual swim pass** to use the North Pool. [Adopted at the November 15, 2010]

Resolution: The WHOA board hereby authorizes the Property Manager to charge \$50.00 for a **resale certificate**, and \$50.00 for a **transfer fee**. [Adopted August 15, 2011]

Resolution: "Whereas, the Windermere HOA **does not discriminate based on family size** or configuration and the Schneider's at 1243 Blackthorn Drive require a 15-passenger van to transport their complete family (15 family members) all at once, be it resolved that the Windermere HOA will not pursue enforcement of under CC&R section 3.14 regarding the 15-passenger van parked in the driveway at this address." [Revised 15 November 2010]

Resolution: **Exterior holiday lights or decorations** may be erected on the exterior of the property in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms or creating a noise nuisance. Decorations or lights may not be displayed more than thirty (30) days in advance of the holiday. All decorations, lights or winter decorations shall be removed thirty (30) days after the holiday. [Revised 15 September 2009]

Resolution: The action of Board President Earl Wellborn in agreeing to the Service Plan for Proposed Annexation by the City of Pflugerville in Travis County, Texas, 2008 Heatherwilde/Windermere/Pflugerville Northwest with the City of Pflugerville in conjunction with Pflugerville's **planned** annexation of the Windermere subdivision is approved and ratified. [Adopted 9 July 2007]

Resolution: Any member or person, or the representative of any member or person, **engaged in litigation** with the Association is ineligible to serve on any Committee of the Association and is ineligible to serve in any volunteer capacity with respect to the Association. [Adopted 12 March 2007] This rule will be enforced to the maximum extent allowed by state law.

Resolution: Homeowners are responsible for notifying the WHOA of **changes of address**. Failure to do so is not an excuse to violate the CCRs. If homeowner moves and does not notify the WHOA of new address and the homeowner is subsequently assessed fines for violations, the fines will not be reduced lower than \$25.00 plus mail certification fees on appeal of the violation. [Adopted 13 November 2006.]

Resolution: Homeowners may use only a check or money order to pay any debt owed the WHOA. The WHOA cannot accept cash **payments**. [Adopted 8 August 2005.]

Resolution: Homes in Windermere may be used only for single family residences. A homeowner who uses his home primarily as a single family residence may use an interior portion of that home as a **home office** only if the home office business does not violate any federal, state, or local law or regulation, and has no exterior manifestation (including signage), and no characteristics that are deleterious to the residential nature of the neighborhood. [Adopted 12 April 2004.]

Resolution: **Outbuildings** (including sheds, play-houses, etc.) require WHOA ACC approval. As of April 12, 2004, the number of such outbuildings on any one lot shall not exceed two (2), unless the outbuildings all have been approved in writing by the WHOA ACC on or before April 12, 2004. This number limitation applies to all outbuildings irrespective of actual or intended use. [Adopted 12 April 2004.]

Resolution: The WHOA Board hereby authorizes the Property Manager to assess, after a warning letter has been sent via certified mail and after all Texas Property Code requirements have been met, daily fines of \$100 per day for repeated violations of the same type of CCRs that have a commercial nature. An example of a **commercial CCR violation** is the parking of a tow truck (wrecker), cement truck, dump truck, or 18-wheeler tractor anywhere in the subdivision in violation of the CCRs. [Adopted 10 May 2004.]

Resolution: The WHOA Board (a) affirms the existing policy which holds large industrial equipment to be unsightly and (b) finds that the keeping of **large industrial equipment** on a residential lot violates the single-family-use restriction. Examples of large industrial equipment include, but are not limited to, tow trucks, wreckers, dump trucks, cement trucks, cement mixers, flat-bed trucks, panel trucks, 18-wheeler tractors, and 18-wheeler trailers. [Adopted 12 July 2004.]

Resolution: The WHOA Board hereby deems **aluminum foil**, and similar high-reflectivity metallic materials, used as window coverings to be unsightly and consequently a violation of Section 3.14 of the CCRs. [Adopted 8 November 2004.]

Resolution: The WHOA Board henceforth prohibits the use of WHOA parks for **political campaigning** by anyone. Violators will be subject to prosecution for criminal trespass. [Adopted 8 November 2004.]

Resolution: The WHOA Board hereby directs the Property Manager to assess, after a warning letter has been sent via certified mail and after all Texas Property Code requirements have been met, daily fines of \$100 per day for repeated violations of Sections 3.14 and 3.15 for **boats** (including jet skis, "wave-runners", and all other water craft), **trailers** (including utility trailers, camper trailers, travel trailers, and all other trailers), and recreational vehicles (**RVs**), including motor homes and all similar vehicles. [Adopted 13 December 2004.]

Resolution: The WHOA Board affirms its policy to discourage **garage conversions** in general and specifically to disallow all garage conversions where the garage door has been replaced when viewed from outside, and directs the ACC to approve no garage conversions after December 13, 2004. [Adopted 13 December 2004.]

Resolution: The WHOA Board finds the **blowing or sweeping of lawn clippings and/or leaves** into the streets or alleyways or onto other lots to be in violation of Section 3.5 and an inappropriate handling of yard waste in violation of Section 3.7. Each homeowner is responsible for the actions of his or her landscaping contractor. [Adopted 13 December 2004.]

Resolution: **Outbuildings** (including sheds, play-houses, detached rooms, etc.) require prior written WHOA ACC approval per Sections 3.12 and 3.13. As of April 12, 2004, no more than two (2) outbuildings will be approved on any one lot. Effective December 13, 2004, no single outbuilding exceeding 144 square feet in area will be approved. If a homeowner seeks two outbuildings on a lot, neither outbuilding may individually exceed 100 square feet in area. Outbuilding areas are measured using the exterior surfaces of the finished walls. The WHOA Board directs the ACC henceforth to approve no outbuildings in violation of this resolution. [Adopted 13 December 2004.]

Resolution: The policy of the WHOA is to credit all **payments** received against the oldest debts on an account first. All payments received will be credited as per this policy irrespective of notations or qualifications made on the check or otherwise accompanying the payment by whatever method the payment is made. [Adopted 14 April 2003.] [Refinement of earlier policy adopted 26 March 2002: "The WHOA adopts the formal policy to credit payments received against an Owner's oldest posted debts to the Association first."] This rule will be enforced to the maximum extent allowed by state law.

Resolution: The WHOA directs the ACC to approve no plan for **new home construction** within Windermere unless the new home contains the Minimum Square Footage of living area, as defined below, exclusive of open or screened porches, terraces, patios, driveways, and/or garages. The Minimum Square Footage shall be either (a) 80% of the arithmetic average of the square footages of all existing homes located on Windermere lots that are, in whole or part, within a 200-foot linear distance from the nearest point on the subject lot, or (b) 90% of the square footage of the home previously existing on the subject lot, whichever is smaller. The Travis County Appraisal District tax roles shall be considered definitive for establishing the square footages of existing homes. [Adopted 14 April 2003.]

Resolution: Section 3.14 proscribes the keeping of **motorcycles** in residential driveways. This provision will be enforced henceforth with the following proviso. An enforcement exemption will be given only to a single motorcycle properly parked on the parking pad of a home that did not have a garage at the time of original construction and does not have a garage currently, provided the motorcycle is in good repair, meets neighborhood noise norms, and has current registration and inspection stickers. This enforcement exemption is limited to one motorcycle per Lot. In all other cases, the motorcycle must be kept in the garage or off-site as per Section 3.14. [Adopted 14 April 2003.]

Resolution: An **illegal act** is defined as any violation of Federal or State law and/or any common law tort. In any situation where (1) the WHOA, its property, and/or any of its volunteers and/or employees is the intended or unintended target of an illegal act and (2) it is ultimately determined that an actor who perpetrated, participated in, or in any way caused or promoted the illegal act was a resident of Windermere, the WHOA may assess any and all costs incurred in the investigation and/or remediation of the illegal act to the account of the Owner of the Windermere property at which the actor resided at the time of the commission of the illegal act. The assertion that the Owner did not have prior knowledge of the commission of the illegal act is not grounds for exemption of the Owner from responsibility for the acts of a Windermere resident or a guest of a Windermere resident. [Adopted 10 November 2003.]

Resolution: The WHOA will accept for evaluation up to five specific **unsolicited complaints** of alleged CCR violations from any Owner in any calendar quarter. Complaints in excess of this limit will not be accepted nor considered. [Adopted 10 November 2003.]

Windermere Homeowners Association Architectural Control Approval Guidelines

The CCRs (deed restrictions) require written Architectural Control approval for *all exterior changes* to your home and all additions of structures, both temporary and permanent. [Note: You do *not* need approval to maintain the existing approved exterior appearance or any approved structure. Maintenance is not a change. For example, you do not need – and should not seek – approval to repaint or re-roof your home the same colors the builder used or to replace a deteriorated 6-foot wood-picket fence with a new one of the same type. You also do not need approval for routine replacement of shrubs and ordinary landscape maintenance.]

You are required to obtain written approval before the exterior change is made or structure added. You are strongly advised to obtain written approval BEFORE you buy any materials or BEFORE you engage a contractor. One objective of the formal approval process is to alert you to any CCR issues with your proposed change or structure and to give you the opportunity to get these issues resolved prior to the expenditure of time, money, and effort on your part. If you choose to ignore this common-sense requirement, you risk causing yourself added expense and aggravation in the event your change or structure is noncompliant with the CCRs. The WHOA (as well as any other homeowner) has the right under the CCRs to enforce against any noncompliant change or structure. This can subject you to fines until the change or structure is reversed or removed or otherwise brought into compliance with the CCRs. The WHOA is required by the Texas Property Code to inform title companies, Realtors, and buyers of any known noncompliant conditions at the time your house is for sale. Such notice might have adverse financial and legal consequences to you. To avoid all these problems, it is in your interest to obtain prior written approval for any planned changes or structures and/or to seek written approval now for any changes or structures previously added without approval.

To apply for Architectural Control approval, you need to submit an *accurate description* of your proposed change or structure that is sufficiently detailed so a reviewer can understand clearly what you seek to do and, specifically, *what it will look like* when completed. Depending on the change or structure, the description might range from as little as a few sentences to a half-page or more. Include all sketches, diagrams, and pictures needed for clarity. For example, if you propose to repaint your house a different color, include the color sample from the store with your application. For ALL proposed added structures, you must include a photocopy of the lot survey (given to you at closing) with the structure footprint sketched in its proposed location. To be approved, the structure location needs to comply with all setbacks and easements shown on the survey. Applications that lack details necessary to make a decision will not result in approval unless and until the necessary details are furnished. NO APPLICATIONS IN VIOLATION OF THESE GUIDELINES OR WHOA BOARD RESOLUTIONS WILL BE APPROVED.

The WHOA has thirty (30) days from the receipt of a complete application to issue an approval/disapproval decision. If your completed application is denied, you may appeal the decision to the full Board at either of the next two regularly scheduled Board meetings. Appeal is most useful in cases of such novelty or complexity that further discussion is beneficial. If your proposal is approved, you have three (3) months to complete the work. If you cannot complete the work within three months, please contact the WHOA.

General guidelines for most common requests:

Exterior paint – Colors: colors common to, and appropriate for, the neighborhood will be approved. Fluorescent colors, “loud” colors, or colors not appropriate for the neighborhood will not be approved. Painting over masonry is rarely a good idea but may be allowed if the colors are appropriate for the rest of the house.

Roofing – Colors: same rules as house colors. Materials: composition shingles and quality metal roofing (but *not* corrugated steel or aluminum) generally are approved. Wood shingles will not be approved. All roofing on a lot must match – a mix of composition shingles and metal roofing will not be approved.

Basketball goals – Not approved. Current policy is to not enforce against goals placed at least half-way up a driveway so that users would remain on the homeowner’s driveway. Never allowed at or near curb or alleyway where users would be in the street or alley right of way.

Fences -- Standard Windermere fence is a six-foot wood-picket privacy fence with either wood 4x4 posts or metal posts. [Metal posts are more durable.] Fence height must be six feet nominal (i.e., use 6-foot pickets). Legacy chain-link or other not-approved metal fences must be replaced with a six-foot wood-picket fence or an approved masonry fence. Existing wood or masonry fences must be maintained or replaced; removal of an existing fence (except for legacy chain-link or other not-approved metal fences) is not approved or allowed. Use of masonry in fence requires prior written approval. Picadilly Ridge owners who back up to the common perimeter fence are solely responsible for maintaining their respective portion of the fence, including the masonry columns, to the original design standards of that fence.

Satellite antennas – The 18-inch “pizza dish”-type satellite antenna common for DirectTV and similar services is allowed *without written approval*. Anything larger requires approval if it is visible above the fence. Large dishes must be positioned so that their visibility from the street and other lots is minimized. Include a copy of your survey showing location and all setbacks and easements.

Sheds/Outbuildings – No more than two outbuildings may be approved for any one lot. If only one outbuilding on a lot, size restricted to 144 square feet. If two outbuildings are on a lot, *neither one* shall exceed 100 square feet. Size measured from external wall dimensions. If you already have an outbuilding larger than 100 square feet (up to 144 square feet), a second outbuilding *will not be approved*. Height is limited to what ACC finds reasonable for a given floor plan. Colors: Prefabricated or ready-to-assemble kits for metal or vinyl sheds need to have conservative colors. Assembled-on-site: colors and roofing to match existing house paint and roofing as closely as possible. Must not violate any setbacks or easements. Include a copy of your survey showing all setbacks and easements with the footprint plotted. Must state square footage of any pre-existing outbuilding on application. All outbuildings in violation of these provisions must be removed.

Patios, decks – Generally approved if design, materials, and construction is of high quality. Must not violate any setbacks or easements. Include a copy of your survey showing location and all setbacks and easements.

Patio/deck covers – Generally approved if design, materials, and construction is of high quality. If painted, colors to match house. Roofing to match house. Homeowner responsible for all liability, safety, and drainage issues. Must not violate any setbacks or easements. Include a copy of your survey showing location and all setbacks and easements.

Garage conversions (garage door intact when viewed from outside) – Allowed but not recommended. Garage conversions may have a negative impact on both your resale value and time-on-market. The best way to do this is to leave in all the door-opening hardware intact so that either you or a future owner/buyer could easily convert back to normal garage use. No approval necessary as long as *no exterior change* to house is made.

Garage conversions (garage door replaced with wall when viewed from outside) – Not approved. Garage conversions may have a negative impact on both your resale value and time-on-market. If you must convert your garage, best way is to leave the garage door intact (see above).

Room additions – Allowed but not recommended. [Generally more cost-effective to sell and buy a larger house. Difficult to pin new slab to existing builder-engineered slab. Slab-to-slab joint creates entry line for moisture and termites. Extending plumbing, electricity, and HVAC difficult.] Completed addition should look like it was always part of the original construction. Materials and colors to match original construction. Homeowner is responsible for all governmental building permit and building code requirements. Must not violate any setbacks or easements. Include a copy of your survey showing all setbacks and easements with the footprint plotted.

Note: A generic application form is provided for your convenience. Use of the form is optional. You need to provide all the information necessary to evaluate your proposal. The best way to evaluate your application is to ask yourself, “If somebody gave me only this piece of paper, would I know exactly what the proposed change or structure will look like and where it is to be located?” Be sure to include any necessary sketches and a photocopy of your survey when needed (see specifics above).

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:WindermereHOA(Pflugerville):RuleAdoptre2011Laws9-11.doc

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 01, 2011 10:40 AM

2011159470

MACHADOP: \$80.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS