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NOTICE OF DEDICATORY INSTRUMENTS

Restated Declaration of Covenants, Conditions and Restrictions: Recorded at Volume 13182, Page 264, Real Property Records, Travis County, Texas, and as thereafter amended.

Association: River Place Section 21 Subassociation, Inc.

Subdivision Name: River Place Section 21

Pursuant to Texas Property Code §202.006, the Association gives notice that all property [units] subject to the Declaration referenced above is [are] also subject to the following dedicatory instruments:

1. Collections Policy, attached as **Exhibit A**;
2. Payment Plan Guidelines, attached as **Exhibit B**;
3. Records Production Policy, attached as **Exhibit C**;
4. Records Retention Policy, attached as **Exhibit D**;
5. Resale Certificate Policy, attached as **Exhibit E**;
6. Rules Relating to Certain Installations, attached as **Exhibit F**;

Each dedicatory instrument is complete, correct, and current as of the date of this Notice, but may be amended from time to time. A current copy of each dedicatory instrument can be obtained from the Association's managing agent, Certified Management of Austin, 9600 Great Hills Trail, Suite 100E, Austin, Texas 78759, or the successor managing agent shown in the most recent management certificate recorded in the County property records.

EXECUTED this 19th day of December, 2011.

RIVER PLACE SECTION 21 SUBASSOCIATION,
INC.

By: 

Printed Name: AMY VANCE

Title: MANAGER

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19 day of December, 2011,
by Amy Vance, the MANAGER of River Place Section 21 Subassociation,
Inc., on behalf of said corporation.

K. Williams

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Arnold & Associates, PC
406 Sterzing St.
Austin, Texas 78704

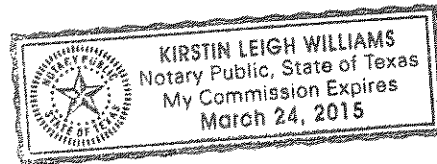


Exhibit A

COLLECTIONS POLICY River Place Section 21 Subassociation, Inc. January 1, 2012

The Association's Board of Directors adopts this collections policy.

1. **Due Date: Assessments are due in advance on the first day of each quarter.**
2. **Late Date: If payment is not received by the 30th day of the quarter, the assessment shall be deemed delinquent, and will incur a late fee. The late fee is \$ 25.00, and will continue to be imposed monthly as long as the account reflects an outstanding balance due.** The fee is to defray the additional administrative time involved in collection of delinquent accounts.
3. **Authorization to Proceed: The collection process has multiple steps: (a) notice of delinquency and offer of payment plan; (b) demand letter by attorney or collection agent; (c) notice of lien claim recorded in property records; (d) foreclosure.** The Board authorizes the managing agent to initiate all steps without prior consultation with the Board, except for foreclosure. Foreclosure must be authorized by the Board at a meeting for which the published agenda gives fair notice that assessment delinquencies will be discussed. To safeguard owners' privacy rights, no identifying information about the accounts will be published in the agenda or discussed in open meeting where persons other than the Directors and managing agent are in attendance.
4. **Payment Plan Offer: When (a) an account is delinquent by at least two quarters or (b) the amount owed exceeds \$360.00, the Association will send a payment plan offer to the owner (provided the owner has not defaulted on a payment plan in the preceding two years).** Among the factors that will be considered in setting payment plan terms are: length of delinquency, amount due, owners' payment history, reason for non-payment, owner performance on previous payment plans, and violation history (to the extent it reflects owner's willingness to abide by Association rules and standards), as well as any other relevant circumstance. The Association shall have discretion to tailor the payment plan to an owner's personal circumstances, and thus payment plan terms may not be identical for all owners. The Board of Directors authorizes the managing agent and the Association's attorney (who each may act without the joinder of the other) to set payment plan terms for an owner. Additional provisions relating to payment plans are set forth in the Association's Payment Plan Guidelines, which is incorporated by reference in this Collection Policy.
5. **Referral to Collection Agent: If the Association and owner do not agree on a payment plan within 30 days of the offer, or if the owner defaults under an agreed payment plan, the account shall be referred to an attorney or agency for collection.** The timing of the referral shall be at the discretion of the Association acting through either the Board of Directors or the managing agent.
6. **Payment Arrangements: The Association is required to offer a payment plan only once: before referring the account to an attorney or collection agent.** The Association may offer payment plans later in the collection process, but that decision is completely discretionary and optional. If an owner does not accept or defaults on the initial payment plan offer, the Association does not have to offer the same payment terms at a later time. **As a general rule, the older and larger an account becomes, the stricter the payment plan terms will be.**

7. Owner Rights During Delinquency: The Association may withhold from an owner the right to use/access Association amenities during the period of delinquency. [If the owner is on a payment plan, then the right to use the amenities will be restored when the owner has paid ___% of the delinquency plus 100% of assessments that have accrued since the beginning of the payment plan.] The delinquency shall not affect the owner's right to vote or serve on the Board of Directors.
8. Collection costs: The Association will initially pay for all collection costs and attorneys fees, but will bill the same to a delinquent owner's account. **The owner must reimburse to the Association all collection fees.**
9. NSF Fees: **A fee of up to \$25.00 will be levied for each returned check.** In the event an owner delivers two or more checks within a 6 month period that are dishonored, the Association reserves the right to require that future payments be made by money order, cashier's check, or other certified funds.
10. Application of Payments: If an owner is in default under a payment plan or does not enter into a payment plan within 30 days of the Association's offering a payment plan, any payments thereafter made will be credited as follows:
 - a. maintenance/repair costs incurred by the Association (such as mowing charges)
 - b. collection costs, including attorney's fees and manager's charges
 - c. administrative fees for non-assessment related violations
 - d. late fees
 - e. delinquent assessments
 - f. current assessments
 - g. fines
11. Partial or Conditional Payments: The Association will return to the owner all partial payments that are (a) delivered with a notation "payment in full" or comparable stipulation or (b) backdated to make it appear that a late payment was tendered on time.
12. Exceptions; The Association may make exceptions to this Collections Policy for good cause or in the interest of fairness or economy. Each exception is made on its own merits, and the Board is not required to make the same exception for every owner.

Exhibit B

PAYMENT PLAN GUIDELINES **River Place Section 21 Subassociation, Inc.** January 1, 2012

These payment plan guidelines are adopted by the Association's Board of Directors pursuant to Texas Property Code § 209.0062 (the Act).

1. Offer of Payment Plan

A payment plan will be offered upon an owner's request. A payment plan will also be offered to an eligible owner prior to the Association sending the matter to an attorney for collection. As a general rule, this will occur when the account balance exceeds \$360.00 or is more than two quarters delinquent; but the Board or managing agent may vary this time frame in their discretion. The owner has 30 days after the date of the offer to accept the payment plan (per section 5 below) or negotiate an alternative plan with the Association; failure to enter into a mutually acceptable payment plan within 30 days of the Association's offer of a plan will be treated the same as a payment plan default.

2. Eligibility for Payment Plan

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

3. Standards

The Association will allow owners to pay delinquent regular and special assessments and other amounts due the Association in payments over a period of no less than 3 months. Payments shall be made at intervals of not more than 30 days. Payments shall be roughly equal in amount. **The owner must also pay current assessments when due.**

4. Payment Amount

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

5. Owner Signature

Every plan must be in writing and signed by the owner(s); the owner must return a signed copy of the plan agreement to the Association within 30 days of the date the Association sends the plan to the

owner. The owner must also provide reasonable contact and identifying information requested by the Association, and notify the Association of any change in contact information during the plan.

6. Fees and Interest

As long as the owner complies with the requirements of the plan, the Association will not charge any late fees during the plan. **The Association may charge a fee of no more than \$25.00 for preparing the plan agreement, plus a monthly administrative processing fee of \$25.00 to \$50.00,** depending on the length of the plan. In addition, if the payment plan involves a special assessment, the owner must reimburse the Association for any interest the Association must pay, or additional cost incurred, as a result of the owner not paying the special assessment when due.

7. Default

The owner will be in default under an agreed plan if the owner does not pay (a) the agreed installment payment on time or (b) any current assessment as it accrues. An NSF check will be considered non-payment. If the owner defaults under the plan, the Association may demand immediate payment of the entire amount due, resume charging late fees, and refer the matter to an attorney or agent for collection. In addition, any payments received subsequent to default will be applied as provided in the Collections Policy.

8. Appeal

The Association shall give written notice to the owner of default under a payment plan. The owner may appeal to the Board. Submitting an appeal does not relieve the owner from the obligation to pay past due or present assessments; and the Board may consider non-payment during the appeal period as a factor adverse to the owner's appeal. The Association shall have the right to charge a reasonable administrative fee (not to exceed \$50.00) for providing notice of default.

9. Modification

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

10. Waiver

The Association may waive or choose not to enforce these guidelines as to one or more owners. Non-enforcement shall never be construed as an abandonment or waiver of these guidelines. No owner shall have any right to receive the same terms each time a payment plan is offered to the owner or the right to receive the same terms as another owner. No owner has a right to demand a plan that differs from the parameters set forth in these guidelines.

11. Temporary Relief

Payment plans are intended to provide temporary relief to alleviate immediate financial hardship. At the end of the plan, owner will be expected to resume paying assessments on the same basis as applies to the Association members in general.

12. Amendment

These guidelines may be amended from time to time by the Association's Board of Directors.

13. Legal Compliance

The Association intends to comply fully with the Act. In case of ambiguity or uncertainty, these guidelines shall be interpreted in a manner consistent with all statutory requirements.

Exhibit C

RECORDS PRODUCTION POLICY River Place Section 21 Subassociation, Inc. January 1, 2012

This records production policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 209.005 (the Statute).

1. Request for Records

The owner or the owner's authorized representative must submit a written request by certified mail. 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.

2. Inspection

The Association shall respond to a request for inspection within 10 business days by providing written notice of the dates and times during normal business hours that the inspection may occur.

3. Copies

If copies are requested, and the Association is unable to produce the copies within 10 business days of the request, the Association must give written notice of that fact and state a date, within the next 15 business days, that the copies will be available.

4. Format

The Association may produce documents in hard copy, electronic, or other format of its choosing.

5. Charges

The Association will charge for time spent retrieving, compiling, and producing all records based on the rates set forth in d - g below. The Association will charge for reproduction if copies are requested based on the rates set forth below. Those charges shall be the maximum amount allowed by the Statute. At the time this policy is adopted, the allowable rates of charge are:

- a. Paper copies - 10¢ per regular page, 50¢ per oversize pages
- 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. Document retrieval charges from off-site storage – actual cost
- g. Postage – actual cost

If the rates of charge allowed by Statute change, that charge will automatically apply to Association records, without necessity of amending this policy.

6. Advance Payment

The Association may require advance payment of estimated costs. If the actual cost is less than the estimate, the Association shall refund the excess to the owner within 30 business days. If the actual cost is greater than the estimate, the owner shall pay the excess within 30 business days after the information is delivered to the owner. If the owner fails to reimburse the Association, the amount of the unpaid excess costs shall be added to the owner's account with the Association.

7. Exempt Information

The Association shall not be required to provide information of the following types without the prior written consent of the person who is the subject of the information:

- Owner violation history
- Owner personal financial information
- Owner contact information other than the owner's address
- Information relating to an Association employee, including personnel files
- Information that is legally exempt/protected from disclosure, such as attorney-client communications and attorney work product

8. Summaries/Compilations

The duty to provide documents on request applies only to existing books and records. The Statute does not obligate the Association to create a new document, prepare a summary of information, or compile and report data.

Exhibit D

RECORDS RETENTION POLICY River Place Section 21 Subassociation, Inc. January 1, 2012

This records retention policy is adopted by the Association's Board of Directors pursuant to Texas Property Code § 209.005.

MANDATORY

Permanent records:

- Articles of Incorporation/Certificate of Formation and all amendments
- Bylaws and all amendments
- Restrictive Covenants and all amendments

7 years:

- Financial books and records
- Minutes of owners' meetings
- Minutes of Board meetings
- Tax returns
- Audit records

5 Years:

- Account records of current owners

4 Years:

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

The above time periods are mandated by statute. The below periods are discretionary, and may be changed from time to time by Board resolution or by custom and practice.

DISCRETIONARY

4 Years:

- Insurance records
- Contracts for terms of less than one year – 4 years from the date of the contract
- Architectural applications and approvals
- Enforcement records
- Written ballots cast by owners relating to amendment of governing documents

2 Years:

- Inspection reports
- Accident reports
- General correspondence
- Employment records – 2 years following termination
- Leases – 2 years following termination

6 Months:

- E-mails
- Written ballots cast by owners other than those listed above

Exhibit E

RULES RELATING TO RESALE CERTIFICATES [SUBDIVISION]

River Place Section 21 Subassociation, Inc.

January 1, 2012

1. Resale Certificates. This policy applies to any Resale Certificate (**Certificate**), as described in Texas Property Code § 207.003.
2. Charges. The standard charge for a Certificate is \$450.00; the standard charge for an update to the Certificate is \$60.00; and the standard charge for a Statement of Account is \$250.00. If a Certificate or Statement is required on less than ten (10) business days notice but more than three (3) business days notice, the charge will be increased by up to 50%. If a Certificate or Statement is requested on less than three (3) business days notice, the charge will be increased by up to 100%.
3. Payment. The parties to the sale may agree between themselves as to who shall have primary responsibility for paying for the Certificate or Statement. If the Association does not receive full payment, however (for example, dishonored check), the property owner shall be responsible for the fee, and the Association shall be entitled to charge the owner's account for the same.
4. Known Violations. The Certificate will describe violations that are (a) actually known to the Association or (b) readily visible from the street in front of the lot. If the Association does not enter upon the lot, the Certificate will contain language substantially as follows:

The Association did not enter upon the lot to inspect portions not readily visible from the street in front of the lot. If a violation is later discovered in an area that was not readily visible, the then-owner of the lot will be responsible for correcting the violation, even if the violation preexisted his/her purchase of the lot.
5. Inspection on Request. Upon receipt of written authorization by the seller/owner at least five business days prior to closing, the Association will enter the lot to inspect areas that are not readily visible from the street in front of the lot. In that event, the Certificate will contain language substantially as follows:

The Association entered on the lot and inspected it (including portions not visible from the street) on or about [date], and noted [no violations] [the following violations: ____].
6. Liability of Subsequent Owners. Individuals who purchase a lot will be responsible for all preexisting violations to the same extent as the previous owner, unless the Association issued a Certificate for the purchase transaction and the Certificate failed to disclose (a) a known violation, (b) a violation that existed at the time of the inspection and was readily visible from the street in front of the lot, or (c) a violation that was open and obvious when the Association conducted an inspection pursuant to paragraph 5 above.
7. Exemptions. Certificates shall not be required in circumstances described in Texas Property Code § 5.008(e)(1) - (4) and (6) - (10). These include foreclosure sales, sales by a bankruptcy trustee, and sales among co-owners, or between spouses incident to a divorce. Section 4 above will apply to the liability of purchasers and their successors for pre-existing violations.
8. Governing Law. Adopted by incorporation are provisions with respect to Certificates set forth in Texas Property Code § 207.003.

Exhibit F

RULES RELATING TO CERTAIN INSTALLATIONS

River Place Section 21 Subassociation, Inc.

January 1, 2012

The Association's Board of Directors adopts the following rules relating to certain installations and improvements in the Subdivision:

These rules apply to Installations (defined below) addressed in Texas Property Code Chapter 202 (Chapter 202). These rules adopt all conditions and limitations on Installations that Chapter 202 allows the Association to adopt. Installations that do not comply with these rules are prohibited.

1. Installations Covered by this Rule

All restrictions and limitations on rain harvesting equipment, solar energy devices, roofing materials, religious items, political signs, flagpoles, and flags (collectively, the **Installations**) that are contained in or allowed by Chapter 202, as now existing or later amended, are adopted by the Association as if the same were restated verbatim in this rule. The Association may prohibit Installations that do not comply with the standards contained in these rules.

2. Placement on Association Property

An Installation cannot be located or placed, and no holes or penetrations may be made, on common elements/common area or property owned, maintained, or controlled by the Association without the Association's advance written consent.

3. Association Approval

All Installations must be submitted to the Association for advance review and approval, as provided in the Association's governing documents, and must otherwise comply with/conform to Association rules, regulations, standards, and guidelines.

4. Rainwater Harvesting Systems

The following restrictions apply to rainwater harvesting systems, as defined by Chapter 202:

a. Rain barrels and rainwater harvesting systems may not be located between the front of the residence and an adjoining or adjacent street. Rain barrels and the rainwater harvesting system must be (i) located at the rear of the residence or other location not visible from the street, other lot, or common area, and (ii) adequately shielded from view by fencing, foliage, or other means approved by the Association; provided that these requirements shall be modified to the extent necessary to make such a system economically possible and technically feasible.

b. The rain barrel and harvesting system must be a color consistent with the color scheme of the residence.

c. No part of the rain barrel or harvesting system may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

5. Solar Energy Devices

The following additional restrictions apply to solar energy devices, as defined by Chapter 202. Solar energy devices are prohibited if:

- a. A Court rules the device is a threat to the public health or safety or violation of law.
- b. The device is located in a location other than (i) the roof of the home or another permitted/approved structure or (ii) in a fenced yard or patio owned and maintained by the owner.
- c. The device is mounted on the roof of the home and (i) extends higher than or beyond the roofline, (ii) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline, (iii) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace, or (iv) is in a location not designated/approved by the Association, unless the owner's requested location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in the area designated by the Association.
- d. The device is located in a fenced yard or patio and is taller than the fence line.
- e. The device, as installed, voids material warranties.
- f. The device was installed without prior approval by the Association

If installed on a roof maintained by the Association, a roofing company/consultant selected by the Association must certify (i) prior to installation, that the Installation is properly designed, and (ii) after installation, that the Installation was properly done. The owner must pay for the cost of the consultant. The owner must pay for fixing all roof leaks due to the roof-mounted device, and for paying to repair damage caused by the device.

The Association may withhold approval, even if the above standards are met or exceeded, if it determines in writing that placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

6. Roofing Materials

Roofing materials designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities are permissible if, when installed, the materials: (a) resemble in color and appearance shingles used or otherwise authorized for use in the subdivision, (b) are more durable than and are of equal or superior quality to the shingles that are used or authorized in the subdivision, and (c) match the aesthetics of the surrounding property, as determined in the Association's discretion.

7. Religious Items

Religious item(s) may be displayed at an entry door of a residence if (a) the display is motivated by the resident's sincere religious belief and (b) the Installation does not: (i) exceed 25 square inches in the aggregate for all religious displays on the door/doorframe, (ii) threaten public health/safety, (iii) violate a law, (iv) contain patently offensive language or graphics, or (v) extend past the outer edge of the door frame.

8. Political signs

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

- a. The signs may be displayed only during the period beginning 90 days before the date of the election to which the sign relates and ending 10 days after that election date.
- b. Only one sign for each candidate or ballot item may be displayed at each residence, and no sign may be larger than four feet by six feet.
- c. Each sign must be ground-mounted, and no sign may (i) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component, (ii) be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object, (iii) include the painting of architectural surfaces, (iv) threaten the public health or safety, (v) violate a law, (vi) contain language, graphics, or any display that would be offensive to the ordinary person, or (vii) be accompanied by music or other sounds, by streamers, or otherwise be distracting to motorists.
- d. The Association may remove a sign displayed in violation of these standards.

9. Flags and Flagpoles

The following additional restrictions apply to flags and flagpoles:

- a. Only the following flags are permitted: United States of America, State of Texas, official or replica flags of any branch of the United States Armed Forces (including National Guard and Reserves).
- b. Flags must be displayed in accordance with applicable United States (4 U.S.C. Sections 5-10) or Texas law (Chapter 3100, Government Code).
- c. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence.
- d. All flags and flagpoles must be maintained in good condition, and any deteriorated flag or deteriorated or structurally unsafe flagpole must be promptly repaired, replaced, or removed. Each flagpole must be securely anchored at all times.

- e. No more than 1 free-standing flagpole(s), not to exceed twenty feet (20') in height as measured from ground level, may be installed on each lot.
- f. No more than 1 building-mounted flagpole(s), not to exceed six feet (6') in length, may be installed on each lot. A lot may contain both a free-standing flagpole and building-mounted flagpole, as long as the same comply with the requirements of this rule.
- g. No more than 2 flags may be flown from any flagpole.
- h. No flag may exceed 15 square feet in area, and all flags in aggregate shall not exceed 30 square feet in area.
- i. Exterior illumination of the flag(s) must be submitted for approval in the same manner as other exterior lighting.
- j. The location of each free-standing flagpole must be submitted for approval in the same manner as any other improvement on the lot.
- k. The flagpole must be located on the owner's lot and not on a right of way, easement (whether for drainage, utility, conservation, or otherwise), or on property owned or maintained by the Association.
- l. The flagpole must be setback from all property lines a distance that is 125% of the height of the pole above ground level. For example, a 12' pole has a 15' setback and a 20' pole has a 25' setback.
- m. The owner must take reasonable measures to minimize noise from wind contact with the flagpole, rope, or flag; the noise should not be discernable more than 25 feet from the flagpole.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Dec 22, 2011 08:52 AM 2011187672

MITCHELLM: \$72.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS