



NOTICE OF DEDICATORY INSTRUMENT

Restated Declaration of Covenants, Conditions and Restrictions: Recorded at Volume 11479, Page 386, Real Property Records, Travis County, Texas, and all amendments, annexations, and joinders thereto.

Association: River Place Residential Community Association, Inc.

Subdivision Name: River Place

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

Community Locking Mailbox Guidelines, attached as **Exhibit A**;
Enforcement and Fine Policy, attached as **Exhibit B**

The dedicatory instruments are 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, 101 River Hills Dr., Georgetown, Tx 78628, or the successor managing agent shown in the most recent management certificate recorded in the County property records.

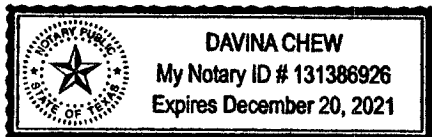
EXECUTED this 28th day of August, 2019.

RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

By: Patrice Arnold
Patrice Arnold, attorney in fact

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 28th day of August, 2019, by Patrice Arnold, attorney in fact for River Place Residential Community Association, Inc., on behalf of said corporation.



Davina Chew

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

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

Exhibit A

River Place Residential Community Association and Architectural Control Committee Locking Mailbox Guidelines and Recommendations

Adopted June 26, 2018

In light of the increased interest in mail security, the River Place Residential Community Association (HOA) and its Architectural Control Committee (ACC) are providing the following information and guidelines for the installation of locking mailboxes.

The primary purpose of the ACC is to ensure that improvements to properties in River Place are tasteful, do not detract from property values or livability, and harmonize with the architecture, design, appearance, and environment of the River Place Community.

This document and drawing gives guidance for the acceptable incorporation of United States Postal Service (USPS) approved locking mailboxes into the established River Place mailbox enclosure design. The ACC anticipates pre-approving specific product.

1. Only products that are USPS approved as a "Locked Mailbox – Mail Slot Design (Full Service)" can be used.
2. All mailboxes shall be white.
3. Only products that are a maximum of eleven and three quarters inches (11-3/4") wide and twelve inches (12") tall are acceptable.
4. All new (or re-constructed) enclosures that are intended to house locking mailboxes shall be constructed in accordance with the attached drawing.
5. All enclosures that contain two mailboxes must house two identical boxes side-by-side. Over-under installations will not be permitted in two mailbox enclosures.
5. All mailboxes within a mailbox enclosure must be of the same design, color, and size (which means that all of the mailboxes in an enclosure must be changed at the same time).

All requests to install locking mailboxes must be submitted to the ACC for review and approval. This submittal shall include:

- The specific product to be installed.
- Installation details. State if a new enclosure in accordance with the attached drawing will be built. If the new mailboxes are to be installed in the existing enclosure, submit sufficient details to establish compliance with this policy.
- Installation location, if different from the present.
- Consent to the installation by the owners of the other houses that share the mailbox enclosure.

Exhibit B

ENFORCEMENT AND FINE POLICY
River Place Residential Community Association, Inc.

Adopted June 26, 2018

The Board of Directors adopts the following policy for addressing violations of the governing documents:

A. Remedies for Violations.

1. **Remedies.** This policy applies to all violations of the Declaration, Bylaws, and recorded rules and regulations of the Association (collectively, a **Violation**). The Board of Directors may respond to a Violation with any of the remedies listed below. The below-listed remedies shall be in addition to any other remedies provided by the Declaration, Bylaws, State statute, or other law:
 - a. suspend or condition the right of an owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) operated or managed by the Association;
 - b. record a notice of non-compliance in the County Official Public Records;
 - c. levy a damage assessment against an owner;
 - d. impose costs of collection or enforcement (including manager's and/or attorney's charges) against an owner; and
 - e. assess a fine against the owner and the owner's lot.
2. **Vicarious Liability.** Owners are responsible for all Violations of their tenants, guests, invitees, or occupants.
3. **Administrative Fee.** The Association may charge an administrative fee of not more than \$25 per notice to defray the time and cost of processing violation notices.
4. **Non-Exclusivity.** These remedies are cumulative, and may be imposed in combination with each other. For example, the Board may, for the same Violation, suspend the right to use a common area amenity, impose a fine, and charge manager's or attorney's fees incurred incident to enforcement.
5. **Curable and Uncurable Violations; Threats to Public Health or Safety.** A violation is uncurable if it has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. Violations that are incurable include: shooting fireworks, noise that is not ongoing, holding a garage sale or other event prohibited by the Declaration. Violations that are curable include parking, maintenance, failure to perform construction in accordance with approved plans and specifications, and an ongoing noise violation, such as a barking dog. A threat to public health or safety means that the violation could materially affect the physical health or safety of an ordinary resident.

6. Imposition of Fines. The Board gives standing orders to the managing agent to send notices of violation whenever a Violation is discovered, without express authorization from the Board on each individual Violation. If the Violation is not timely cured after the first notice , or if it is incurable or poses a threat to public health or safety, the Board may impose fines according to the fine schedule set forth below. If the Violation is not within one of the categories shown on the schedule, the Board will set the fine in its reasonable discretion. In setting the fine, the Board may consider all factors it deems relevant, including the nature of the Violation, its frequency, and effect on neighboring owners and properties.
7. Repeat Violations. The fine for a repeat Violation within 12 months will be higher than for the previous violation(s), as shown on the fine schedule. As a general rule, if a curable Violation is not corrected within 15 days of a Notice, it will be considered a repeat offense, and subject to an escalating fine as shown on the Fine schedule.
8. Fine Period. As a general rule, fines for a discrete incident will be imposed on a per occurrence basis; provided, that failure to correct a Violation within the time specified in a Notice will be considered a new Violation. If the Violation is of a continuous or ongoing nature, fines may be imposed on a daily or weekly basis, as long as the Notice advises the Owner that fines will be imposed on this alternate basis.
9. Exceptions. The Board may depart from the foregoing guidelines and impose a fine at a greater rate, provided that the owner is notified in advance of the amount of the fine and given a reasonable opportunity to avoid it.

B. Enforcement Procedure

The following outlines the general enforcement procedure for Violations. Strict compliance is not necessary, as long as the Owner is given fair notice and all statutory conditions for enforcement have been met.

1. Notice of Violation. The Association shall give the Owner written notice (the Notice) by verified mail or certified mail, return receipt requested, to Owner's last known address as shown in the Association's records, that:
 - a. describes the Violation and states the remedy to be imposed , including amount and beginning date of the fine;
 - b. allows the Owner a reasonable time, by a specified date (which date may be shorter than the cure period allowed in the letter sent pursuant to step 1), to cure the Violation and avoid imposition of the fine or remedy; provided, this provision shall not apply if (i) the Owner was given certified mail notice and a reasonable opportunity to cure a similar Violation within the preceding 6 months, or (ii) the violation is incurable or poses a threat to public health or safety;
 - c. states that not later than the 30th day after the date of the Notice, the Owner may request a hearing before the Board to contest the matter;
 - d. advises that the request for hearing must be in writing and delivered to the Association;

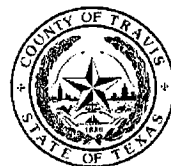
- e. states that attorney's fees and costs will be charged if the Violation continues after the conclusion of the hearing or, if no hearing is requested, after the deadline for requesting a hearing;
- f. includes a provision notifying owner of special rights/relief available to persons on active military duty, such as the following:

If you or your spouse is serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app Section 501 *et seq.*)

- 2. Hearing. Upon receipt of a request for a hearing, the Board shall promptly schedule the hearing and give the owner at least ten days' advance written notice (including transmission via email) of the date, time, and place of the hearing.
- 3. Notice of Action. The Association shall notify the owner of the fine, assessment, or other remedy imposed within 30 days of its imposition. This notice need not be sent by verified or certified mail.
- 4. Payment. Payment of the fine shall not substitute for, or be in lieu of, correcting the Violation.
- 5. Exemptions. The foregoing procedures do not apply to a lawsuit seeking a temporary restraining order or temporary injunctive relief, or to the collection of regularly scheduled assessments and late fees.

C. Fine Schedule. Unless a different fine is set by the Board in the Notice, fines are:

First Offense:	\$150
Second Offense:	\$300
Third and Subsequent Offenses:	\$450



2019144156

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

**Dana DeBeauvoir, County Clerk
Travis County, Texas**

Sep 18, 2019 10:39 AM

Fee: \$42.00

CAMPOSD