

STATE OF TEXAS

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COUNTY OF TRAVIS

**NOTICE OF DEDICATORY INSTRUMENTS
OF
RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Restated Declaration of Covenants, Conditions, and Restrictions for River Place Residential Areas, recorded at Volume 11479, Page 386 in the Real Property Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the “**Declaration**”).

Reference is hereby made to rules previously adopted by the Association, filed of record as Document Nos. 2011187677, 2013202096, 2015086587, 2017026988, and 2019144156 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the “**Rules**”).

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC. (the “**Association**”);

WHEREAS the Association, acting through its board of directors (the “**Board**”), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article VI, Paragraph 2 (i) and Article 7.03 of the Declaration and Article VII, Section 1 of the Bylaws, and state law; and

WHEREAS the Board has voted to adopt the rules set forth in Exhibit “A” to supplement the previously-recorded Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit “A” control. Defined terms are as per the Declaration’s definition unless otherwise provided.

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

RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

Acting by and through its Board of Directors

NAME: _____

TITLE: _____

Exhibit “A”: Rules

Acknowledgement

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ in the capacity stated above.

Notary Public, State of Texas

EXHIBIT “A”

RULES OF RIVER PLACE RESIDENTIAL COMMUNITY ASSOCIATION, INC.

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SECTIONS:

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- **Transfer fees**
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VEHICLES

**BEFORE YOU PURCHASE A LARGE VAN OR OTHER LARGE VEHICLE, MAKE SURE IT
COMPLIES WITH THE SPECIFICATIONS OUTLINED IN THIS RULE**

Sections 4.19 and 4.20 of the Declaration¹, among other provisions:

- Prohibit unsightly items in the community, including without limitation trailers and buses must be kept only in enclosed structures except when in actual use.
- Require residences to have sufficient garage space for all vehicles to be kept on the lot.
- Prohibit vehicles more than ¾ tons from being kept on the Property without ACC permission.
- Require that after sunset all vehicles are kept in the enclosed garage unless a variance is granted by the association.
- Street parking is prohibited for all owner/occupant vehicles.
- Prohibit commercial vehicles from being parked on the lot unless temporarily parked for purposes of servicing a lot.
- Prohibit boats, RVs and travel trailers from being parked in the neighborhood unless parked within an enclosed garage. However such items may be parked on a Lot or street during times that they

¹ See 9th amendment to Declaration

are being loaded, unloaded or cleaned. The boat, RV or trailer must be in the process of active unloading, loading, or cleaning in order to be parked².

PROHIBITED VEHICLES:

Height and length restriction:

Any vehicle taller than 82” or longer than 22’ is considered unsightly and not allowed to be parked other than in a garage or behind an approved screening structure.

RVs, campers, trailers, etc. are prohibited:

Any van or vehicle similar in appearance to an oversized van (Ford Transit, Mercedes Sprinter, RAM Promaster, Nissan NV, etc.) taller than 82” is considered an RV for purposes of interpreting the Declaration’s reference to RVs.

Any vehicle that is designed for or capable of being used for sleeping (for example that contains a bed, or couch or other item that converts to a bed) or is otherwise outfitted for camping such as with external awnings, cooking fixtures or hook ups, or toilet fixtures or hook ups – is considered an RV and not allowed in the community except in approved enclosed garages. All vehicles kept on site in view generally must have passenger seats and be used for daily transportation purposes only.

The association may require inspection of any vehicle to aid in determination of RV or non-RV status.

Issuance of a parking sticker/permit is not determinative – for example if an owner applies for a parking sticker for a vehicle over 82”, if a sticker is issued it is automatically void – *it is not the association’s duty for example to drill down on the length of a vehicle submitted for permit, it is the owner’s duty to ensure compliance with the rules.*

This is not an exclusive list of prohibited vehicles. If you have ANY questions as to whether a vehicle is permitted to be kept in view you are advised to contact the association.

LEASING

Section 4.23 of the Declaration (9th amendment) provides among other things:

- Owners may lease their Residences
- All leases must be in writing and provide that the tenant is bound by all dedicatory instruments of the Association (Declaration, Bylaws, and Rules). ****Please note that specific lease provisions are required for STRs per these rules.*
- Owners are liable for all tenant violations of the dedicatory instruments
- Owners must provide copies of all leases to the Association together with the name, address and phone number of the person administering the lease (owner, a property manager, etc.)

To advance the goals of maintaining neighborhood quality and ambiance while still allowing Owners to lease their homes, short term renting, **defined as any rental for a period of fewer than 30 days** is restricted as provided herein.

Short Term Rental (STR) Requirements:

1. No Type 2 STRs are allowed. Type 2 is as defined by the City of Austin -- Type 2 STRs are homes that are not owner-occupied.

² Residents cannot, for example, clean the RV for an hour one day, and leave it parked and commence cleaning again the following day – it must be moved off-site or into an enclosed garage except when actual, active, cleaning, loading or unloading is ongoing.

2. No STR is allowed if the home is listed for sale or an active notice of designation of trustee is filed of record for a pending foreclosure on the home, or the owner has otherwise been provided notice that the home is in the foreclosure process by a lienholder.
3. Registration. Owners wishing to STR must first (1) register as a STR Owner with the HOA's management company by submitting a fully-executed STR registration form promulgated by the Association and (2) provide a \$1,000 STR deposit with the Association.
 - a. An STR carried out without a fully-executed application and a deposit on file will result in a minimum fine of either (i) \$500 per day not registered or (ii) the daily rental rate, whichever greater.
 - b. The deposit will be kept by the Association for the duration of any STR registration. Any fines or damages related to an STR will be deducted from the deposit, but the deposit is not the maximum amount of potential damages or fines for which the Owner may be held responsible. Should any amount of the deposit be used by the Association, no further STR may be carried out until the owner replenishes the full \$1,000 deposit.
4. Management companies. If an Owner utilizes a management company or other agent to assist with advertising and leasing, the Owner must provide such agent a copy of this rule.
5. Responsibility for Violations. Owners are responsible for all violations of these rules or any dedicatory instrument provision including violations caused by tenants, tenants' guests or invitees, managing agents, or other agents of Owner.
6. Advertising and Administering STRs.
 - a. ALL advertisements for STRs, including ANY advertisement that quotes daily/nightly rates or anything less than monthly rates must include in a prominent location the following verbiage in bold, underlined, or other conspicuous type: **"This property is located in the serene River Place neighborhood. Renters must act in a respectful manner when on the property and must not cause any nuisance or other disturbance to neighbors. The River Place neighborhood effectively shuts down at 10:00 pm. However no unreasonable noise or other disturbance is allowed at any time."**
 - b. Owners must set expectations for STR tenants to uphold the family-friendly rules and values of River Place. Owners must utilize pre-arrival messaging, on-site messaging and signage, in-person check ins, or welcome calls to accomplish the following. Owners must be able to prove such messaging was carried out upon request of the Association for such documentation:
 - i. No parties without prior written consent of the Association. A party is defined as more than the allowed number of occupants at the property (see rule 7 below). Any such event must abide by the Noise and Parking Management Plan.
 - ii. No illegal or unlawful activity may occur on the property.
 - iii. No illegal drugs may be brought to or used on the property. The association may in its discretion report any such items or suspicion of such items to law enforcement.
 - iv. No unreasonable noise or other nuisance/disturbance. What constitutes unreasonable noise or other nuisance/disturbance will be determined in the sole discretion of the Board.
 - v. If any violation of these rules occurs, the Owner must upon notice from the Association require his tenants to vacate within two hours. ***This must be written into all leases, the duty to vacate within two hours should any rule violation occur.***

Failure to effectuate a vacate within two hours of notice from the Association of demand to vacate will result in a minimum \$5,000 fine being automatically assessed to the Owner's account.

- vi. No use for commercial/business purposes -- no corporate gatherings, etc. – without prior approval from the Association. *Approval must be requested at least 10 days prior to the requested corporate use.*
7. Maximum occupancy. The maximum number of guests is two per bedroom³. The total number of individuals at the STR property at any time may not exceed two times the number of bedrooms in the home unless a party has been approved by the Association pursuant to these rules.
 8. Noise and Parking Management Plans. Owners must install a noise monitoring system. The system must alert the Owner or the Owner's managing agent if noise exceeds 75 decibels between 10:00 pm and 8:00 am. Owners or their agents must act promptly, within 30 minutes of such threshold being triggered, to address the noise issue. Owners must provide proof of such installation upon request of the Association.

Owners must establish a parking management plan for STRs, to ensure that no vehicles (including cars, vans trailers, buses, golf carts, RVs, motorcycles, trailers or any other vehicle) are parked on the street. Owners must provide proof of such plan upon request of the Association.

Owners plans must include a designated person to receive and respond to calls from the Association or neighbors and the designated persons' phone must be answered 24/7 during all times the home is STR rented. The designated person upon receiving a call must act immediately to attempt to remedy the problem.

9. Fines; General. The Board in its sole discretion may distribute up to 50% of any fine or utilized deposit amount to affected neighbors in the event of violations. The minimum fine for violations of the STR rules is the greater of \$500/day or the daily rental rate. These fines may be automatically levied to the Owner's account in the event of violation; further board action is not required. The Board may in its sole discretion revoke any STR permit for substantial or repeated violations of these STR rules, in which case the Owner may still lease his home but only for a minimum lease term of greater than 30 days.

POOL ENCLOSURE FENCING

1. "Pool enclosure" means a fence that:
 - a. surrounds an existing approved water feature including a swimming pool or spa;
 - b. consists of transparent mesh or clear panels set in metal frames;
 - c. is not more than 6' tall at any point; and
 - d. is designed not to be climbable.
2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an

³ Exceptions may be made when Federal Fair Housing considerations are appropriate.

alternate color but has no duty to do so.

4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
5. All pool enclosures must be maintained in a neat and attractive condition.
6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

RELIGIOUS DISPLAYS

1. **General.** The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief⁴.
2. **Prohibited Items.** No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law⁵;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be installed on property owned or maintained by the association;
 - e. be installed on property owned in common by two or more members of the association;
 - f. be located in violation of any applicable building line, right of way, setback, or easement; or
 - g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
3. **Parameters.** All religious displays must be located within 10' of the dwelling's frontmost building line (i.e. within 10' of the front facade of the dwelling.) Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.
4. **Seasonal Religious Holiday Decorations.** Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations. Unless otherwise provided

⁴ Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

⁵ Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

by the Declaration, Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.

5. Other displays. Non-religious displays are governed by other applicable governing document provisions.
6. Removal. The Association may remove or cause to be removed any item in violation of the terms and provisions of this policy.

SECURITY MEASURES

1. General. The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighbor for all neighbors to enjoy. “Security measure” means any improvement designed to prevent criminals’ access to the home or criminal acts involving the home. In the event of a question as to whether a requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.
2. Cameras. Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner’s home⁶, may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2’. Cameras must be oriented so as to capture as little of a neighbor’s property as reasonably possible⁷.
3. Perimeter fencing. Perimeter fencing when used in this Section means any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48” in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the association’s architectural review body. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.

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

4. Parameters; Plans and specifications. Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner’s lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association’s architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials,

⁶ For example cameras may not be mounted on a pole in the yard.

⁷ For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed. .

color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

BID PROTOCOL FOR PROJECTS EXCEEDING \$50,000

In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work⁸, the association will solicit bids or proposals in accordance with the provisions of this Section. The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids⁹ for the project based on a consistent scope of work presented to the would-be bidders. The board will review any bids and make a final decision on to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or using a different service provider would void one or more warranties.

TRANSFER FEES

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate pursuant to Texas Property Code Ch. 207, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent associated with a transfer of property. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with the transfer, including association record update fees will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount¹⁰.

COLLECTION PROTOCOL

The Board of the Association is charged with overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. Late fees and collection costs may be charged for unpaid amounts. The Association has engaged the services of a professional association management company (including all agents of management company, "Manager") to perform day-to-day administrative tasks on behalf of the Association and may or has engaged a law firm

⁸ This protocol is n/a for example to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures.

⁹ But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

¹⁰ To the extent of any conflict with any prior transfer fee rule terms, the language of this rule supersedes.

("Firm") to provide collection services through a licensed attorney. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay and expense.

The Board hereby authorizes Manager and any successor management companies/management company agents retained by the Association with the authority to communicate with any Firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the Firm, for all successive collection steps to be carried out by the Firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol¹¹. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

/Volumes/File Server-1/CLIENTS/River Place/Rules vehicles, leasing, 2021 legislative 4-18-22.docx

¹¹ This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.