

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADOPTION OF RULES AND REGULATIONS OF VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions, Anderson Mill West, Sections 9 and 20, filed as Document No. 2000170377 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of Volente Hills at Park Forest Owners Association, Inc., attached as an exhibit to the President's Certificate of Filing, filed as Document No. 2007197065 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Bylaws**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Volente Hills at Park Forest Owners 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 common areas, lots, and the operations of the Association, pursuant to Section 11.1(a) of the Bylaws and/or State law, and the Association, acting through its Architectural Control Committee (the "**ACC**"), is authorized to adopt rules related to the construction and placement of improvements on lots, pursuant to Section 5.4 of the Declaration; and

WHEREAS the Association, acting by and through the Board and ACC, as appropriate, has voted to adopt the Rules attached as Exhibits "A" and "B";

THEREFORE the Rules attached as Exhibits "A" and "B" have been, and by these presents are, ADOPTED and APPROVED.

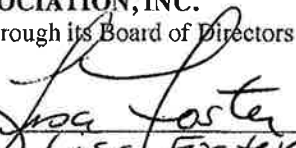
VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:


Lisa Foster
President

VOLENTE HILLS AT PARK FOREST OWNERS ASSOCIATION, INC.

Acting by and through its Architectural Control Committee

Signature:

Printed Name:

Title:


Tina Beckley
Member

Exhibit "A": Collection Policy

Exhibit "B": Additional Rules

EXHIBIT "A"

Assessment Collection Policy

1. Purpose. The Board desires to adopt a standardized Assessment Collection and Enforcement Policy to set forth its determinations on such issues.
2. Scope. This policy applies to all "Members" of the Association, said Members having a contractual obligation to pay assessments and other charges to the Association under the governing documents of the Association.
3. The Policy.
 - a. Introduction. The Association's primary source of income is Member-paid Assessments, and without such income the Association cannot provide and maintain the facilities and services that are critical to the quality of life of Volente Hills at Park Forest residents and the protection of property values. The Association has experienced, and expects to continue to experience, situations in which Members are delinquent in their obligation to pay Assessments or Members are otherwise in violation of the governing documents. Therefore the Board has adopted, and by these presents does hereby adopt, the Assessment Collection Policy set forth below.

Per the Declaration (Section 6.7), the Association may collect, and has a lien for all amounts due, including assessments, fees, interests, costs, and other charges (including attorneys fees incurred as a result of enforcement).

- b. Due Dates. All Assessments and other amounts due are due within 30 days of the due date, or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member.
 - c. NSF Fees. Checks, ACH payments, or other type of payment returned for insufficient funds, dishonored automatic bank drafts, or other similar item will result in the assessment of a fee determined by the board from time to time, in the minimum amount of \$30. Late fees shall also be assessed as appropriate.
 4. Delinquency. Any Assessment or other amount due not paid within 30 days of its due date (or if none given, within 30 days of the date the related invoice, ledger, or other notice is sent to the Member) shall be deemed Delinquent. Delinquencies shall be handled as follows:
 - a. Interest, Late Fees, Collection Costs. Delinquencies may be charged interest on the sum owing at the rate of 1.5% per month, (18% per year, per Declaration Section 6.5) compounded monthly, until paid in full and/or (see Declaration Section 6.5, either or both is authorized) a one-time late fee in an amount as determined from time to time by the Board will be due. The owner is responsible for all costs of collection.
 - b. Courtesy Notice. Once an Assessment or other amount due becomes Delinquent, the Association, acting through its Board, managing agent, or some other Board designee, will email or mail a written notice to the related Member reminding him or her of the amount owed and requiring that it be paid immediately.
 - c. 60 days delinquent. When an account is approximately 60 days delinquent, the Association, acting through its managing agent, shall send notice via certified mail,

EXHIBIT "B"

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.	Email Addresses

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 flagpole, 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. 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 flagpole.
 - c. Flags on flagpoles 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 flagpole, 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.
 - k. A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. Materials and Appearance of Flag Mounts and Flagpoles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish

- 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; and
 - 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; and
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. **Pre Approval Required.** 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.
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.

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.

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 is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary 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

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 are for a term of 6 months. (See also paragraph 6 for Board discretion involving term lengths.)
 - 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 rate allowed by applicable laws then in effect, 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 referenced 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

After recording, please return to:
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