

**AFTER RECORDING RETURN TO:**

J.C. Johnson  
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500 N. Carroll, Suite 110  
Southlake, Texas 76092

**Brodie Springs HOA**  
**COMMUNITY MANUAL**

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Brodie Springs HOA, a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association

IN WITNESS WHEREOF, the undersigned has executed this certificate on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

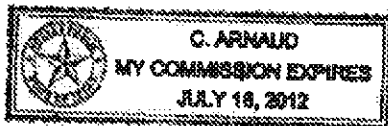
RICHARD NAVARRETE, Secretary

STATE OF TEXAS §  
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this 16 day of MAY 2012, by Richard Navarrete, Secretary of the Brodie Springs Home Owners' Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

This instrument was given to me under my hand and seal of this office this 16 day of MAY, 2012.

[SEAL]



[Signature]  
Notary Public Signature

Cross-reference to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Brodie Springs HOA, recorded under Document No. 2006135762, Official Public Records of Travis County, Texas, as amended.

In the event of a conflict between the terms and provisions of any previously adopted policies and the policies set forth herein, the terms and provisions of the policies set forth herein control.

EXHIBIT "A"

ATTACH COMMUNITY MANUAL

Unofficial's Document

**BRODIE SPRINGS HOMEOWNERS ASSOCIATION, INC.**

**COMMUNITY MANUAL**

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**PLEASE NOTE THAT THE POLICIES AND PROCEDURES CONTAINED HEREIN DO NOT CONSTITUTE THE ENTIRE RESTRICTIONS, RULES OR POLICIES FOR BRODIE SPRINGS HOA. THE POLICIES AND PROCEDURES CONTAINED IN THIS DOCUMENT HAVE BEEN ADOPTED BY THE BOARD TO COMPLY WITH LEGISLATION ADOPTED BY THE 82<sup>ND</sup> TEXAS LEGISLATURE.**

ATTACHMENT 1

CERTIFICATE OF INCORPORATION & BYLAWS

BRODIE SPRINGS HOMEOWNERS ASSOCIATION, INC.

Unofficial Document

**SOLAR ENERGY DEVICE & ENERGY EFFICIENT ROOFING POLICY**

**A. DEFINITIONS**

1. Solar Energy Device. As used in this Policy, "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. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Energy Efficient Roofing. As used in this Policy, "energy efficient roofing" means shingles that are designed (a) primarily to be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.
3. Development Period. As used in this Policy, "development period" means any period stated in the declaration during which a declarant reserves: (a) a right to facilitate the development, construction, and marketing of the subdivision; or (b) a right to direct the size, shape, and composition of the subdivision.
4. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body by dedicatory instrument.

**B. GENERAL PROVISIONS**

1. Any and all installations of solar energy devices or energy efficient roofing require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of a solar energy device or energy efficient roofing to the Association for approval; (b) supervising the installation or construction to confirm compliance of an approved application with any governmental codes and ordinances, including but not limited to local, state, and federal laws.
2. An application form for the installation of a solar energy device or energy efficient roofing may be obtained by a property owner from the Association. In addition to the solar energy device or energy efficient roofing application form, the property owner must provide the following information to the Association for review: (a) the intended location of the proposed solar energy device or energy efficient roofing; (b) a complete description of the proposed solar energy device or energy efficient roofing which includes dimensions, manufacturer, model name or number, other identification, and photographs or other

detailed and otherwise accurate depictions of the solar energy device or energy efficient roofing.

3. A separate application form and corresponding information must be submitted to the Association by the property owner for each and every intended installation of a solar energy device or energy efficient roofing. An application for the installation of a solar energy device or energy efficient roofing may only be submitted by a property owner.

4. During any development period, the Association need not adhere to the terms and provisions of this Solar Energy Device and Energy Efficient Roofing Policy and may approve, deny or further restrict the installation of any solar energy device or energy efficient roofing.

5. Solar energy devices and energy efficient roofing must be installed in strict compliance with the approved solar energy device or energy efficient roofing application and liability for such compliance is the exclusive responsibility of the property owner and compliance failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

#### C. SOLAR ENERGY DEVICE PROVISIONS

1. The approval of an application for the installation of solar energy device will not be approved by the Association if such solar energy device (a) has been adjudicated by a court to threaten the public health or safety or violates any local, state, or federal law; (b) is located on property owned or maintained by the property owners association; (c) is located on property owned in common by the members of the property owners Association; (d) is located in an area on the lot owner's property other than on the roof of the residential dwelling or other structure allowed under a dedicatory instrument formally adopted and recorded by the Association, or within the fenced yard or patio owned and maintained by the lot owner in a location that is not visible by public view or neighbors.

2. If the solar energy device is to be mounted on the roof of a residential dwelling or other structure allowed under a dedicatory instrument formally adopted and recorded by the Association, then the approval of an application for the installation of the solar energy device will not be approved by the Association if the solar energy device (a) extends higher than or beyond the roofline; (b) is located in an area other than an area designated by the Association, unless the alternate 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 ten percent above the energy production of the device if located in an area designated by the Association; (c) does not conform to the slope of the roof and has an edge top that is parallel to the roofline; or (d) 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.

3. If the solar energy device is located in a fenced yard or patio, then the application for the installation of a solar energy device will not be approved by the Association if the solar energy device to be installed is taller than the fence line or visible to public view or neighbors.

4. If the Association determines in writing that placement of the solar energy 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, the application for the installation of a solar energy device will not be approved.

#### D. ENERGY EFFICIENT ROOFING PROVISIONS

1. An application for the installation of energy efficient roofing will not be approved by the Association, if such energy efficient roofing when installed (a) does not resemble the shingles used or otherwise authorized for use on property in the subdivision; or (b) is not more durable than and are of equal or superior quality to the shingles described above; or (c) does not match the aesthetics of the property surrounding the owner's property.

**RAIN BARREL & RAINWATER HARVESTING SYSTEM POLICY**

**A. DEFINITIONS**

1. Rainwater Harvesting System. As used in this Policy, "rainwater harvesting system" means a device or system designed to collect water from a roof, driveway, or other hard surface during a rainfall and channeling it into a rain barrel or other container to be saved for future use.
2. Rain Barrel. As used in this Policy, "rain barrel" means a tub, tank, drum, cask or container used as a cistern or reservoir to hold rainwater.
3. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body by dedicatory instrument.

**B. GENERAL PROVISIONS**

1. Any and all installations of rainwater harvesting systems or rain barrels require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of rainwater harvesting systems or rain barrels to the Association for approval; (b) supervising the installation or construction to confirm compliance of an approved application with any governmental codes and ordinances, including but not limited to local, state, and federal laws.
2. An application form for the installation of a rainwater harvesting system or rain barrel may be obtained by a property owner from the Association. In addition to the rainwater harvesting system or rain barrel application form, the property owner must provide the following information to the Association for review: (a) size; (b) type; (c) shielding; (d) materials; (e) intended location; and (f) a complete description of the proposed rainwater harvesting system or rain barrel which includes dimensions; manufacturer; model name or number (if any); other identification; and photographs or other detailed and otherwise accurate depictions of the rainwater harvesting system or rain barrel to be installed.
3. A separate application form and corresponding information must be submitted to the Association by the property owner for each and every intended installation of a rainwater harvesting system or rain barrel. An application for the installation of a rainwater harvesting system or rain barrel may only be submitted by a property owner.
4. Rainwater harvesting systems and rain barrels must be installed in strict compliance with the approved rainwater harvesting system or rain barrel application and liability for such compliance is the exclusive responsibility of the property owner and compliance



failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

### C. APPROVAL PROVISIONS

1. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if the rainwater harvesting system or rain barrel is to be installed in or on property: (a) owned by the Association; (b) owned in common by the members of the Association; or (c) in an area other than the fenced yard or patio of the property owner.
2. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if the rainwater harvesting system or rain barrel is to be installed in or on property that (a) is to be located between the front of the property owner's residential dwelling and an adjoining or adjacent street; (b) is to be a color other than a color consistent with the color scheme of the property owner's residential dwelling; or (c) will display any language or other content that is not typically displayed by such rainwater harvesting system or rain barrel as it is manufactured.
3. An application for the installation of a rainwater harvesting system or rain barrel will not be approved by the Association if there is not a reasonably sufficient area on the property owner's property in which to install a proposed rainwater harvesting system or rain barrel.
4. The Association will not unreasonably prohibit the economic installation of rainwater harvesting systems or rain barrels.

## FLAG DISPLAY & FLAGPOLE INSTALLATION POLICY

### A. DEFINITIONS

1. Flag. As used in this policy, "flag" means a piece of fabric with a distinctive design used as a symbol or decoration.
2. Flagpole. As used in this policy, "flagpole" means a staff, rod, shaft, post, stake or pole attached to a dwelling or freestanding on which a flag is raised.
3. Approved Flags. The only flags that may be flown on a freestanding flagpole include: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and an official or replica flag of any branch of the United States armed forces.
4. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.
5. Halyard. As used in this Policy, "halyard" means a rope, cable or chain used to raise and lower a flag.

### B. GENERAL PROVISIONS

1. Any and all installations of flagpoles require prior, written approval by the Association. The Association is not responsible for (a) errors or omissions in any application submitted for the installation of flagpoles to the Association for approval; or (b) supervising the installation or construction to confirm compliance of an approved application with any governmental codes; zoning ordinances; building setback requirements; or local, state, and federal laws.
2. The property owner must provide the following information to the Association for review: (a) dimensions of the flagpole; (b) material type and finish of the flagpole; (c) number of flags to be displayed; (d) size of flag(s) to be displayed; (e) intended location on the property; (f) method and type of attachment (freestanding or attached to dwelling); and (g) a complete description of any illumination scheme, system or design associated with or related to the flag and flagpole display.
3. The flag of the United States of America must displayed in accordance with 4 U.S.C Sections 5 – 10.

4. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

5. A displayed flag and the flagpole on which such flag is displayed must be maintained in good condition as determined by the Association. Any deteriorated flag or structurally unsafe or unsightly flagpole as determined by the Association must be repaired, replaced or removed.

6. Flagpoles must be installed in strict compliance with the approved flagpole application and liability for such compliance is the exclusive responsibility of the property owner and compliance failure on the part of the property owner may subject the property owner to fines, penalties and costs associated with alteration of the installation for compliance.

7. 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 dwelling as determined by the Association.

8. Any external halyard of a flagpole must be secured in a manner as to abate noise.

#### C. APPROVAL PROVISIONS

1. An application for the installation of more than one freestanding flagpole will not be approved.

2. An application for the installation of more than one flagpole attached to a residential dwelling will not be approved.

3. An application for a flagpole attached to a dwelling that is to be more than four feet (4') in length will not be approved.

4. An application for a freestanding flagpole that is to be more than twenty feet (25') in height will not be approved.

5. An application for the installation of a flagpole by an individual property owner on property owned or maintained by the Association or owned in common by the members of the Association will not be approved. This provision does not prohibit the Association from making a decision to install a flagpole and display flags on property owned or maintained by the Association or owned in common by the members of the Association.

**ASSESSMENT AND OTHER FEE COLLECTION POLICY**

**A. DEFINITIONS**

1. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

**B. ALTERNATIVE PAYMENT SCHEDULE FOR CERTAIN ASSESSMENTS**

1. The Association will offer alternative payment plans by which a property owner may make partial payments for delinquent regular assessments, special assessments or other amounts owed to the Association.

2. Alternative payment plans will be offered to property owners without the accrual of additional monetary penalties. Monetary penalties do not include reasonable costs associated with administering the alternative payment plan or interest.

3. The minimum term offered for an alternative payment plan to a property owner by the Association will be three (3) months.

4. The Association will not offer or allow an alternative payment plan that extends more than six(6) months from the date of the property owner's request for an alternative payment plan.

5. The Association will not be obligated to offer or allow an alternative payment plan to a property owner who failed to honor the terms of a previous alternative payment plan during the two year's following the property owner's default under the previous alternative payment plan.

6. The Association may refuse to accept partial payments from a property owner if such property owner attaches conditions, directions or terms to the partial payments regarding the application of such payment or that are otherwise contrary to the policies or business judgment of the Association.

**C. APPLICATION OF PAYMENTS**

1. After the Association notifies the property owner of a delinquency and the property owner's liability for any amount due to the Association, any payment received by the Association from such property owner will be applied in the following order by category, starting with the charge earliest accrued in each entitled category until such category is fully

paid. The application of payments will follow this scheme regardless of payment amount; property owner instructions; property owner notations on payment checks; or other attempts by property owners to attach conditions, directions or terms to payments.

2. The application of payments scheme in strict order is as follows:

- a. delinquent assessments
- b. current assessments
- c. attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure
- d. attorney's fees incurred by the Association that are not subject to (C.2.c.) of this policy.
- e. fines assessed by the Association
- f. other amounts owed to the Association

3. If Association receives a payment from a property owner who is in default under an alternative payment plan entered into with the Association at the time of such payment, the Association will not be required to apply the payment in the order of priority described in (C.2.) of this policy and in applying such payment, a fine assessed by the Association will not be given priority over any other amount owed to the Association.

#### D. COLLECTION PROCEDURES

1. The Association may delegate some or all of the collection administration to an association management agent, an attorney or to a collection agent. Such delegation will be at the sole discretion of the Association.

2. The Association will not hold a property owner liable for the fees of a collection agent retained by the Association unless the Association first provides written notice to the property owner by certified mail, return receipt requested, specifying each delinquent amount and the total amount of the payment required to make the account current; describing the options the owner has to avoid having the account turned over to a collection agent, including information regarding the availability of an alternative payment plan through the Association; and providing at least a thirty (30) day period for the owner to cure the delinquency before further collection action is taken.

3. A property owner will not be liable for fees of a collection agent retained by the Association if the obligation for payment by the Association to any collection agent of the Association for fees or costs associated with such collection action is in any way dependent on

contingent on amounts recovered or the payment agreement between the Association and the Association's collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent.

4. The Association will not enter into any agreement with any collection agent that prohibits a property owner from contacting the Association or the Association's managing agent regarding the property owner's delinquency.

5. The Association will not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

6. The Association or its managing agent will send a delinquency notice to a property owner if payment in full of an assessment or other charge has not been received in full by the due date. Such delinquency notice will be sent certified mail, return receipt requested, and will specify each delinquent amount and the total amount of the payment required to make the account current; describe the options the owner has to avoid having the account turned over to a collection agent, including information regarding the availability of an alternative payment plan through the Association; and provide at least a thirty (30) day period for the owner to cure the delinquency before further collection action is taken.

7. A defaulting property owner may be liable to the Association for the cost of title reports, credit reports, certified mailings, long distance calls, filing fees, attorney's fees and other reasonable costs incurred in the collection of delinquent assessments or other charges in accordance with the other provisions of this policy.

8. The Association may obtain a title report to determine the names of the property owners and the identity of other lien-holders, including the mortgage company.

9. The Association may report a defaulting property owner to one or more credit reporting services. If the Association receives payment in full of a delinquency after reporting the defaulting property owner to a credit reporting service, the Association will report receipt of such payment to any credit reporting agency to which the Association reported the default.

10. The Association may notify any mortgage lender holding a valid lien on the subject property of the default status of the property owner of the subject property, the filing of an assessment lien against the subject property, and the liability associated with such default.

11. The Association or its managing agent will refer delinquent property owner accounts that remain delinquent for a period of ninety (90) days to the Association's attorney for collection. If the property owner's account is referred to the Association's attorney, the defaulting property owner will be liable to the Association for related legal fees and expenses.

12. The Association's attorney may cause a notice of the Association's assessment lien against the property owner's property to be publicly recorded. If such an assessment lien is

publicly recorded, then a copy of the notice will be sent to the defaulting property owner. If the Association receives full payment of a delinquency after the recording of a notice of lien or related document, the Association will cause a release of lien to be publicly recorded and a copy of such release will be sent the property owner. The Association may require the property owner to pay the cost of preparing and recording the release in advance.

E. PAYMENTS

1. Property owners will be liable for the timely and full payment of regular and special assessments. Any assessment that is not fully paid when due is delinquent and remains delinquent until paid in full. Collection costs, interest and late fees may apply to delinquent payments. Collection costs may include; but are not limited to; title reports, credit reports, certified mail, long distance calls, court costs, filing fees, recording fees, attorney's fees, and other reasonable costs related to collections.

2. If the Association does not receive full payment of any assessment due, then the Association may charge a late fee of fifty dollars (\$50.00) per month and interest at the highest rate allowed by applicable usury laws then in effect on the assessment amount past due for such time that the assessment amount is past due. If no usury law is applicable, the interest rate charged on past due amounts will be one and one-half percent (1.5%) per month.

3. The Association may charge a property owner a twenty-five dollar (\$25.00) fee for any check received from such property owner for the payment of any assessment or related charge that is returned for insufficient funds or otherwise does not serve as valid payment.

4. Any reasonable adjustments to a property owner's account by the Association will not serve as a waiver of any policies of the Association regarding assessments or the collection of such assessments.

F. FINES

1. The Association will use fines to discourage violations of the covenants, conditions and restrictions of the Association by property owners. The Association's use of fines will not interfere with or waive the Association's other rights or remedies for the same or similar violations of the covenants, conditions and restrictions of the Association by a property owner.

2. A property owner is liable for fines charged by the Association for violations of the covenants, conditions and restrictions of the Association by the property owner and by the property owner's relatives, guests, employees, and other agents of the property owner. All Association communications regarding violations and fines will be directed to the property owner.

3. The Association will establish the amount of fines on a situational basis in correlation to the nature, frequency and effects of the violation. Such fines will be reasonable as compared to the violation.

4. Prior to charging a fine, the Association will send the property owner a written notice of violation and provide such property owner a right to a violation hearing. The written notice of violation will include: (a) the date of the violation notice; (b) a description of the violation; (c) the date(s) of the violation; (d) reference to the Association rule or provision violated; (e) a description of the action required to cure the violation; (f) the amount of the fine; (g) a description of the procedure for a property owner to request a violation hearing; and (h) the date the fine attaches or begins accruing.

5. A property owner may request a violation hearing to contest a fine by sending such request in writing to the Association. A request for hearing violation must be submitted to the Association or the Association's agent within thirty (30) days of property owner's receipt of a written notice of violation from the Association. The Association will give the property owner reasonable notice of the date of the violation hearing within thirty (30) days of Association's receipt of property owner's written request for such violation hearing. Violation hearings will be held in a closed or executive session. The property owner may attend the violation hearing in person or may be represented by another, or may submit written communication.

6. The Association will not charge or collect fines from a property owner without providing a written notice of violation and a notice of the right to a violation hearing to such property owner. The Association will not charge interest or late fees for unpaid fines. The Association will not commence foreclosure actions against a property owner solely for fines.

#### G. FORECLOSURE

1. The Association will provide written notice of the total amount of a property owner's assessment delinquency to any holder of a lien of record whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust prior to giving notice of foreclosure sale or commencing a judicial foreclosure action. The Association will provide such recipient holder of a lien an opportunity to cure such assessment delinquency before the 61<sup>st</sup> day after the date the recipient holder of a lien receives such notice of delinquency prior to the Association giving notice of foreclosure sale or commencing a judicial foreclosure action.

2. The Association will obtain a court order by application for expedited foreclosure under the rules adopted by the Supreme Court of Texas prior to giving notice of foreclosure sale or commencing a judicial foreclosure action.

3. The Association at its discretion may elect not to utilize expedited judicial foreclosure, if the property owner that is subject to such foreclosure agrees in writing to waive their right to



Attachment 5

expedited judicial foreclosure. Such a waiver will not be required by the Association as a condition of the transfer of title to real property.

Unofficial's Document

**ASSOCIATION GOVERNING DOCUMENTS RECORDATION AND WEBSITE POSTING POLICY**

**A. DEFINITIONS**

1. Dedictory Instrument. As used in this Policy, "dedictory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium, townhouse regime, or any similar planned development. Dedictory instruments include restrictive covenants; bylaws; other instruments governing the administration and operation of a property owners association; properly adopted rules and regulations of a property owners association; and lawful amendments to the covenants, bylaws and other instruments governing the administration and operation of a property owners association. Dedictory instruments will be referred to as "governing documents" in this policy.

**B. GENERAL PROVISIONS**

1. The Association will file all of the Association's governing documents in the real property records of each county in which the property to which the documents relate is located. Any dedictory instrument comprising one of the Association's governing documents will have no effect until the instrument is filed in accordance with this provision.

2. The Association will make all of the Association's governing documents relating to this subdivision and Association that have been filed of record available for viewing on any publicly accessible website maintained by the Association or by the Association's management agent for the benefit of the Association.

**DISPLAY OF RELIGIOUS ITEMS POLICY**

- A. A property owner is permitted to display or affix to the entry of the property owner's dwelling one or more religious items that is reflective of the property owners sincere religious beliefs.
- B. The Association does not require prior approval by a property owner for the property owner to display or affix to the entry of the property owner's dwelling one or more religious items that is reflective of the property owners sincere religious beliefs.
- C. Religious items displayed or affixed to the entry of the property owner's dwelling cannot be greater than a total of twenty-five (25) square inches, regardless if the religious item is a single display or a combination of multiple displays. The property owner's entry for purposes of this policy consists of the property owner's entry door and door frame.
- D. Religious items that threaten public safety; violate a law; or contain language, graphics, or display any depiction that is patently offensive to a passerby cannot be displayed by a property owner.
- E. Religious items may only be displayed or affixed to the property owner's entry as defined by this policy.
- F. This policy does not authorize a property owner to use a particular material or color for an entry or make any alteration to the property owner's entry that is not otherwise permitted by the Association's governing documents.
- G. The Association may remove any religious item that is in violation of the provisions of this policy.

**CONDUCT OF ASSOCIATION BOARD MEETINGS POLICY**

**A. DEFINITIONS**

1. Board Meeting. As used in this Policy, "board meeting" means a deliberation between a quorum of the Association's board of directors or between a quorum of the Association's board of directors and another person, during which Association business is considered and at which the Association's board of directors take formal action. A board meeting does not include the gathering of a quorum of the Association's board of directors at a social function unrelated to Association business or the attendance by a quorum of the Association's board of directors at a local, regional, state, or national convention; ceremonial event; or press conference, if formal action regarding Association business is not taken and any discussion of Association business is merely incidental to such social function, convention, ceremonial event or press conference.
2. Development Period. As used in this Policy, "development period" means any period stated in the declaration during which a declarant reserves: (a) a right to facilitate the development, construction, and marketing of the subdivision; or (b) a right to direct the size, shape, and composition of the subdivision.

**B. GENERAL PROVISIONS**

1. All regular and special board meetings will be open to the property owners of the Association. The board will have the right to adjourn a meeting and reconvene in a closed executive session to consider matters involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual property owners, or matters that have been requested to remain confidential by the request of the affected parties and agreement by the board of directors.
2. Following a closed executive board session, any decisions made by the board will be summarized orally and placed into the minutes. A closed executive board session summary should not breach the privacy of individual property owners, violate any privilege, or disclose confidential information. The summary will include a general explanation of any expenditures approved in the closed executive session.
3. Unless the board meeting is conducted by electronic or telephonic means, board meetings will be held in the county in which all or a part of the property in the subdivision is located or in an adjacent county at the discretion of the board of directors..
4. The board of directors will keep written minutes of each regular and special meeting and make such minutes available to all Association members in accordance with the Association's records inspection, copying and retention policy.
5. Property owner members will be given notice of the date, time, place and the general subject(s) of regular and special board meetings, and closed executive sessions. Notices of board meetings will be mailed to each property owner not later than the tenth (10<sup>th</sup>) day or earlier than

the sixtieth (60<sup>th</sup>) day before the date of the board meeting; or provided at least seventy-two (72) hours before the start of the board meeting, by posting the notice of the board meeting in a conspicuous manner, reasonably designed to provide notice to Association members, in a place located on the Association's common area property or on any website maintained by or on behalf of the Association and sending the notice by email to each Association member who has an email address registered with the Association.

6. Any board meeting conducted without prior notice to the Association members is authorized for the purpose of taking action on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken in such instances will require the unanimous written consent of attending board members pursuant to other policies of the Association. Any action taken without prior notice to the Association members must be summarized orally, including any approved actual or estimated expenditures, and documented in the minutes of the next regular or special board meeting. The board members, in the instance of a board meeting conducted without prior notice to the Association members, will not consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions (excluding temporary restraining orders or violations involving irreparable harm to the Association or Association members, including but not limited to issues of health and safety); increases in assessments; appeals from a denial of architectural control approval, or suspension of a right of an individual property owner before such property owner has an opportunity to attend a board meeting to present the property owner's position.

7. The provisions of this policy do not apply to meetings of the board of directors during a development period.

**ANNUAL MEETING, ELECTIONS AND VOTING POLICY**

**A. DEFINITIONS**

1. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.
2. Electronic Ballot. As used in this policy, "electronic ballot" means a ballot given by email, facsimile, or posting on an internet website for which the identity of the property owner submitting the ballot can be confirmed and for which the property owner may receive a receipt of the electronic transmission and receipt of the property owner's ballot.

**B. GENERAL PROVISIONS**

1. The Association will call an annual meeting of the property owner members of the Association.
2. The Association will give property owners written notice of an Association general election or vote at least ten (10) days before it occurs and not earlier than sixty (60) days before the date of election or vote. Each property owner member will be entitled to vote.
3. Association ballots will be in writing and signed by the property owner member in order to be valid. An electronic ballot constitutes a written and signed ballot for purposes of this policy. If an electronic ballot is posted on an internet website, a notice of the posting will be sent to each owner and such posting will contain instructions on obtaining access to the posting on the website.
4. Any provision in the Association's governing documents that would disqualify an owner from voting in an Association election is void, including but not limited to disqualification for past due assessments.
5. The voting rights of a property owner may be given (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot.
6. Absentee and electronic ballots may be counted as a present property owner and voting for the purpose of establishing a quorum only for items appearing on the ballot. Properly delivered absentee and electronic ballots may not be counted if the property owner actually attends a meeting to vote in person, so that any vote cast at a meeting by such property owner replaces any previously submitted absentee or electronic vote cast for the subject proposal. Absentee and electronic ballots may not be counted on the final vote of a proposal if the motion

was amended in any way at the meeting so that it differed from the language on the absentee or electronic ballot.

Any solicitation for votes by absentee ballot must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed item and instructions for delivery of the completed absentee ballot, including the delivery location.

Additionally, any solicitation for votes by absentee ballot must include the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

8. A person who is a candidate in an Association election or who is the subject of an Association vote or a person related to such person within the third degree of consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election, except as part of any recount process.

9. Not later than the fifteenth (15th) day after the date of the meeting at which the election was held, a person who was a candidate in an Association election or who was the subject of an Association vote, can require a recount of the votes. A demand for recount must be submitted in writing by certified mail, return receipt requested; or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The property owner requesting the recount will bear the costs associated with the recount and pay such costs in advance, including but not limited to the cost to hire a qualified non-member of the Association; unless the recount changes the result of the election or vote. If the recount changes the result of the election or vote, the requesting property owner will be reimbursed for any amounts paid in association with the recount.

10. In the instance of a recount, the Association will enter onto a contract for the services of a person who is not a member of the Association or related to a member of the Association within the third degree of consanguinity or affinity and is either a former county judge, county elections administrator, justice of the peace or county voter registrar.

11. Any action by the Association in the period between the initial election vote tabulation and the completion of any recount is not affected by the outcome of such recount.

12. The provisions of this policy do not apply to meetings of the Association during a development period.

**RECORDS INSPECTION, COPYING AND RETENTION POLICY**

**A. DEFINITIONS**

1. Association. As used in this Policy, "association" means the association that is designated as the representative of the owners of property in this residential subdivision; has a membership primarily consisting of the owners of the property covered by the dedicatory instrument and related amendments for this residential subdivision; and manages or regulates this residential subdivision for the benefit of the owners of property in this residential subdivision. As used in this Policy, the term association also includes the board or the governing body of this association and any committees or subcommittees thereof that have been granted relevant authority from such board or governing body or by dedicatory instrument.

**B. GENERAL PROVISIONS**

1. The Association will maintain its books and records, including financial records, in writing or in another format capable of conversion into written form.

2. A property owner, a property owner's attorney or a property owner's certified public accountant may submit a written request to access the Association's records via certified mail to the Association's mailing address or to the address of the authorized agent listed in the Association's current management certificate. The written request must contain sufficient detail in describing the records requested. The request must also identify if the property owner wants to inspect the records requested or if such property owner wants a copy of the requested records. Upon the receipt of a written request for records the Association will estimate the cost to respond to each request. The schedule of costs reflected at the time of the written request in the Texas Administrative Code Section 70.3 will serve as the maximum amount charged by the Association for the production of books and records. Prior to providing any requested books and records, the Association will require the requesting property owner to pay the Association for such estimated costs associated with the request, not to exceed the schedule of costs reflected in the Texas Administrative Code Section 70.3. If actual costs exceed the estimated costs, the property owner will receive a final invoice and such property owner must remit the difference within thirty (30) business days from receiving the final invoice. If the additional amount due from a request is not paid by a requesting property owner within thirty (30) business days from receiving such final invoice, then the amount due will be added to the property owner's account with the Association as an assessment. If the estimated costs exceed the actual costs for a request, the Association will refund the excess amount paid by the property owner within thirty (30) business days after final invoice has been received by the property owner.

3. Within ten (10) business days from the receipt of the written request to access the Association's records, the Association will provide copies of the requested records to the property owner; provide available inspection dates with the ten (10) business day period; or provide written notice that the Association cannot produce the requested records within ten (10) business days, informing the requesting property owner of the reason the



Association is unable to produce the requested information and provide a date not more than thirty (30) business days from the date of such notice at which time the books and records can be produced for inspection or copies can be sent to the requesting property owner.

4. If an inspection of books or records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours.

5. The Association shall keep the following records for a minimum of the time periods indicated. Permanently retained refers to records and documents that are never to be purposely destroyed. Except for contracts with a term of more than one (1) year, the retention period starts on the last day of the calendar year in which the record was created and ends on the last calendar day of the year of the specified retention period. Reasonable care to ensure protection of private information will be utilized when records are destroyed.

- (a) The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Master Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any property owner member of the Association. [RETAINED PERMANENTLY]
- (b) Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term is to start upon the expiration of the contract. [RETAINED FOR A MINIMUM OF FOUR (4) YEARS]
- (c) Account records of each property owner. Account records include all accounting records of the property owner's account and any other records associated with a property owner's account that was produced by the Association in the ordinary course of business. [RETAINED FOR A MINIMUM OF FIVE (5) YEARS]
- (d) Minutes of all Association meetings. Financial books and records produced in the ordinary course of business, tax returns and financial audits of the Association. [RETAINED FOR A MINIMUM OF SEVEN (7) YEARS]

6. An attorney's files and records, excluding invoices, are not records of the Association, subject to inspection, or subject to production in a legal proceeding.

7. Except in the instance of an express written approval of the property owner whose records are the subject of the request for inspection is provided to the Association, or a court order for the release of the books and records or orders that the books and records be made available for inspection, the Association will not be required, other than in meeting minutes, to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual property owner of the Association; a property owner's personal financial information, including records of payment or nonpayment of amounts due the

Attachment 10

Association; a property owner's contact information, other than the property owner's address; or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.

ATTACHMENT 11

BASKETBALL GOAL GUIDELINES

BRODIE SPRINGS HOME OWNERS ASSOCIATION, INC.

Unofficial Document

**Basketball Goals** Basketball goals are allowed with the prior written approval of the ACC.

**Inground goals** must meet the following criteria:

- ✓ The metal pole must be permanently mounted into the ground in a full upright position.
- ✓ If placed in the front of the house, the pole must be located closer to the house than the street.
- ✓ The pole, backboard, and net must be maintained in good condition at all times.

**Portable goals** must meet the following criteria:

- ✓ If placed in the front of the house, the goal must be placed closer to the house than the street.
- ✓ The pole, backboard, and net must be maintained in good condition at all times.
- ✓ Goals may not be rolled into the street or any other public right of way.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana DeBeauvoir*  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

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