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STATE OF TEXAS §

COUNTY OF TRAVIS §

**RECORDATION OF RULES AND REGULATIONS
OF
THE POINTE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

Document reference. Reference is hereby made to that certain Declaration and Master Deed, The Pointe Condominiums, filed at Vol. 7629, Pg. 643 in the Condominium Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to the Bylaws of The Pointe Condominiums Homeowners Association, Inc., filed as Exhibit "D" to the Declaration (together with all amendments thereto, the "**Bylaws**").

WHEREAS the Declaration provides that owners of units subject to the Declaration are automatically made members of The Pointe Condominiums Homeowners 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 Section 82.102(a) of the Texas Uniform Condominium Act, Article V Section 1(g) of the Declaration, Article IV Section 3(b) of the Bylaws, and Article X Section 9 of the Bylaws; and

WHEREAS the Board has voted to adopt the Rules attached as Exhibit "A" to supersede and replace all previously-adopted Rules, whether recorded or not;

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


THE POINTE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature:

Printed Name:

Title:


JERRY E. HASTON
President or Vice President

Signature:

Printed Name:

Title:



WENDY LEE
Secretary

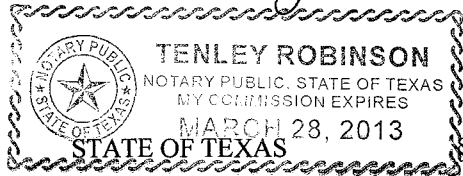
Exhibit "A": Rules

Acknowledgements

STATE OF TEXAS §

COUNTY OF Harris §

This instrument was executed before me on the 13 day of October,
20 11, by Jerry E. Haston in the capacity stated above.



Tenley Robinson
Notary Public, State of Texas

SEAL

COUNTY OF TARRANT §

This instrument was executed before me on the 9th day of December,
20 11, by Wendy Lee in the capacity stated above.

Wendy Lee
Notary Public, State of Texas

Exhibit “A”

The Pointe Condominiums Homeowner
Association, Inc.

910 Duncan Lane
Austin, TX 78705

Policies & General HOA Owner Information
Adopted Rules & Regulations “A”
Applicable Fees & Finable Violations
65 Units

If you are a landlord, please make this document part of your lease agreement and post this notice in your rental unit so that all tenants are aware of The Pointe policies and their enforcement.

Landlords will be responsible for all fines incurred by their tenants.

For more info please refer to the By-Laws Of The Pointe Homeowner Association,
Inc.
A NON-PROFIT CORPORATION

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1. Businesses Are Prohibited: The Pointe Condominiums at 910 Duncan Lane, Austin, TX 78705

No unit shall be occupied and used except for residential purposes by the homeowners, their tenants and social guests, and no trade or business shall be conducted in any unit, garage, or common area.

2. Guests: As a resident of the community, you are responsible for your guest or guest's behavior while on the premises.

3. Nuisance / Disturbance: Out of respect for your neighbors, it is necessary that you keep the volume of your electronic equipment, parties and noise to a reasonable level and curtail them after 10 p.m. Sunday through Thursday and 11 p.m. Friday and Saturday.

4. Parties: A "party" as defined as an organized social gathering of a group of individuals for their expressed entertainment. Outdoor deck (or any common areas) or pool parties are allowed with the written permission of the current assigned management company and/or the majority vote approval of the Board of Directors only. Please allow a minimum of 2 weeks for review of written requests. Request Forms are available through the management company. Trash left behind by a party or other owner guests is the responsibility of the owner/tenant to remove immediately after the function or gathering. Any cleanup costs incurred by the HOA along with any levied fines will be charged to the owner who will be responsible for recovering fines from their tenant if applicable.

If you are requested to turn down the volume, quiet your activities, or disperse, it is expected that you immediately comply with the request. Failure to do so may result in the issuance of a fine.

What you should do in the event of a nuisance or disturbance affecting you as a resident:

- a. You may politely ask your neighbor(s) and guest(s) to reduce the noise level or disband.

b. If you are uncomfortable making this request, you may contact the Austin Police Department by calling 311. The police take noise complaints 24/7 (per APD).

NOTE: Austin 911 is for Emergencies Only

c. You may inform the management company of a specific incident or of a recurring/ongoing noise problem in writing either by email or by postal service. You must include all known facts including name of the resident(s), unit number(s), date(s), time(s), description of nuisance, (including information regarding any police report filed), available photos, other witnesses and your name & phone contact number. Fines can be issued only when a written report is submitted and confirmed by the management company or if the management company was directly involved.

d. If you are asked by a resident or the police to reduce the noise level or disband and you do not comply, the management company may immediately issue you a fine of \$200-First Offense.

e. Please note that neither the Management Company nor the HOA Board of Directors will act as a policing agent or “on site” response agent.

f. The Pointe is a community of 65 homeowners and/or their tenants. It is everybody’s responsibility to abide by the policies and show respect for their neighbors.

5. Garbage: All trash and garbage is to be immediately deposited in the dumpster(s) provided. Do not place any items outside of the dumpsters. Do not load dumpsters to overfill. There is an immediate \$200 fine for dumping items in the street and/or around the outside of the dumpster.

There are two dumpsters on the North side of our building on Luther Lane near the garages. To conserve dumpster space, cardboard boxes should be flattened before discarding inside the dumpster. There may also be a re-cycle dumpster for use.

Trash bags and garbage shall not be left in common areas, including outside your front door or inside the laundry room trash containers. Trash and/or trash bags may not be stored on balconies. Any trash or litter left in hallways, balconies, or common areas will result in a \$50 fine after the first warning notice to remove the trash immediately. If not immediately removed after the notice, a \$50 fine will be assessed each day the trash is not removed. For report, photos are encouraged.

BE GREEN: Residents have permission from St. Paul Lutheran Church, our neighbors, to deposit clean paper (not cardboard) in the Abitibi Paper Retriever recycle bin on Luther Lane.

6. Personal Property:

a. Personal property may not be stored on any common grounds, walkways, driveways, roof, patio, or pool area at 910 Duncan Lane.

After a first warning notice with a specific time for compliance, a \$50 fine will be imposed monthly until in compliance.

Personal Property Includes but is not limited to:

- b. Furniture, potted plants, hanging ornaments or any other items. Approval forms for Board review are available from the management company.
- c. Bicycles must be stored on bike racks, inside your unit, or on your private balcony.
- d. Do not attach bikes to any railings. Failure to comply with this request may result in the bike being cut from the railing. You are liable for any repair cost damages to the railings or common areas.
- e. Any personal property left in the common areas may be removed and discarded without notice
- f. Residents may keep standard sized doormats outside of their entryway doors.

7. Damage to Common Areas: All owners and residents are held accountable for any damage they or their guests may cause to The Pointe, including damage to fencing, furniture, pool, lighting, exterior and any other area. In addition to normal fines, the cost of repairs and management time will also be assessed to the owner. Note: In addition to this, an APD report may be filed.

8. Exterior Appearance of Unit: The exterior appearance must be maintained on each unit. No variations can be made to the appearance without a majority approval vote of the Board of Directors. Approval request forms are available through management company.

- a. Residents are prohibited from placing signs of any kind in or around the common elements or displaying signs to the public view on any unit or walls including windows.
- b. Torn or missing screens must be repaired or replaced immediately. Exterior SOLAR screens and Burglar type bars are not allowed and may be removed and subject to fine.
- c. Door exterior color must match the surrounding doors and trim color. The trim around door openings must match the unit's existing trim color.
- d. Window pane replacement trim must match surrounding trim (windows are white grid).
- e. Nothing may be attached to the exterior of the building outside your unit or on entry doors/windows other than Religious Displays that comply with Rule 36.
- f. After the first warning notice with a specific time for compliance, a \$50 fine will be assessed monthly until in compliance.

9. Barbecue Grills: In accordance with the City of Austin's Local Ordinance 1102.4.2.1 - No barbecue pit of any type is allowed in/on any multi-family residential balcony or apartment. Residential barbecue pits, hibachis or other cooking appliances utilizing charcoal, wood or gas as a fuel may not be stored or used on any balconies of multi-family residential occupancies. QUESTIONS OR COMMENTS CONCERNING THIS MAY BE FORWARDED TO "FIRE DEPARTMENT, PREVENTION DIVISION", 517 S. PLEASANT VALLEY RD, AUSTIN, TX 78741, 512-488-2455. Non-compliance with this can result in an immediate fine of \$500 to the owner of the unit and the HOA.

10. Balconies & Patios:

ALLOWED:

- a. Outdoor lawn furniture, designed for outdoor use only, in well maintained

- condition. This includes chairs, loungers and tables.
- b. Potted Plants & planters (free standing). No dead plants please.
- c. Bicycles
- d. Wind Chimes and Plant Hangers by majority approval vote of the Board of Directors.
- e. Approval forms for Board review are available from the management company.

PROHIBITED:

- f. Barbecue Grills (see rule 9 above) except the HOA common area owned for tenant use & anything and everything not on the "allowed list" (above) including:
- g. Interior suite furniture like upholstered couches, chairs etc, or other indoor furniture.
- h. Poorly maintained outdoor lawn furniture.
- i. Weight lifting-exercise equipment, machines or any other sporting equipment.
- j. Mops, brooms or any other cleaning implements.
- k. Bottles, boxes, waste containers, or storage containers of any kind.
- l. Garbage and garbage bags or other trash.
- m. No hanging any item on or over balcony rails may or hang or attach any item at all to exterior of building or the balcony above, at, or below, even temporarily unless by majority vote approval of the Board of Directors after submitting approval form for Board review.
- n. No throwing or emptying anything, including cigarette butts, out of the windows or over the balconies or patios, or discarding cigarette butts anywhere on site other than ashtrays.
- o. Do not beat or shake any rug, or sweep dust or litter from a balcony onto a lower balcony, patio, walkway or grounds area.
- p. Do not hinder balconies or patio views in any way with screening or any dividing devices.
- q. After the first warning notice with a specific time for compliance, a \$50 fine will be assessed monthly until in compliance.

11. Window A/C Units: Air conditioning units installed in windows or walls are prohibited.

12. Windows:

- a. Cracked or broken window panes must be immediately replaced with matching replacement trim matching the surrounding window. Replacement of cracked or broken windows is the responsibility of the homeowner. Burglar bars are not permitted on the exterior.
- b. Awnings of any type over windows or openings on the exterior of units are prohibited except for the original awning on Unit 14. Burglar bars are not permitted attached on the exterior of units.
- c. Blinds, rolled shutters, sunshades, burglar bars or dividers on the exterior of units are prohibited.
- d. Non-reflective interior tint may be installed on windows. A sample of the material

- desired must be submitted to the Board for majority vote pre-approval.
- e. All window curtains, blinds, drapes, or window shades must be white or off-white.
 - f. Towels, sheets, flags, etc., may not be used for window coverings. Aluminum foil or similar material is not allowed at any time.
 - g. All window coverings must be clean, in good condition and white or off white.
 - h. After the first warning notice with a specific time for compliance, a \$50 fine will be assessed monthly until in compliance.

13. Replacing Windows & Doors:

- a. Replacement windows and doors require an architectural request form for a majority pre-approval vote by the Board of Directors. The form is available through the management company.
- b. Windows and doors may have clear or low-E glass approved and matching others.
- c. Solar gray tint to reflect glare and reduce visible light is permitted. Solar screens are not allowed.
- d. Unapproved replacement windows and doors may be required to be removed and proper replacements installed AND a \$200 fine may be assessed. Continuing monthly fines will be assessed until proper compliance. A pre-approval form must be submitted for majority pre-approval vote of the Board of Directors in advance of installation.
- e. Austin City may require permits for approved installation. The unit owner is responsible for obtaining & for final inspection of all state and local permits that follow building codes.
- f. Any fines incurred by the HOA for code enforcement and lack of permits will be assessed to the unit owner.

14. Screen & Entry Doors:

- a. Installation of screen doors is permitted, provided they are compatible with the general architectural design of the units and are approved by majority vote of the Board of Directors. These pre-approval forms for Board review are available through the management company.
- b. Worn screen doors must be immediately repaired, replaced or removed.
- c. Repair or replacement of damaged screen doors is the responsibility of the owner.
- d. Cleaning and maintenance of entry doors and screen doors is the responsibility of the owner. Screen doors should be equipped with an operable self-closing mechanism so that the doors do not stay open. Dirty, damaged, or open doors may result in a fine and/or removal.
- e. After the first warning notice with a specific time for compliance, a \$50 fine will be assessed monthly until in compliance.

15. Satellite Equipment & Antennas are Not Allowed.

To protect the Costly 2008 HOA Replacement Membrane Roof, any objects or attachments for the roof absolutely require majority vote pre-approval by the Board of Directors. Satellite Equipment & Antennas are not allowed on the roof. Damages incurred to the roof by owner or tenant roof access will be the responsibility of the owner for repair. Repair costs and fines will be assessed. All roof access is allowed only by

appointment through the management company. All others will be fined.

16. Roof Access: Absolutely no owner, resident, guest, contractor, inspector or any other service crew is allowed on The Pointe roof without express permission from the majority vote of the Board of Directors or the management company. Access to the roof is for the sole purpose of real estate inspections or A/C unit repair or replacement. Access may be obtained in advance by appointment from the management company.

Call Association Management Inc., at: (512) 327-2777.

Violation of this policy will result in an immediate \$200 fine assessment for any needed roof repair costs.

For A/C Unit Service or Repair:

Call During Normal Work Days: Monday – Friday 8 a.m. to 5 p.m (M-F or for Sat. Service by appt.)

Owner calls AMI at 512/327-2777 to coordinate their service appointment for the A/C rooftop unit.

- 1) Owner may provide his own designated A/C service company and proof of A/C contractor insurance. AMI must receive a copy of the insurance certificate before access.

OR
2) Use the AMI current list of pre-screened A/C service companies. AMI has the prescreened companies' updated certificate of insurance information on file. Owner must agree that AMI is not recommending these companies and is not responsible for issues that arise with any of those contractors.

If Owner uses his own designated A/C service company, the company must fax the current certificate of Insurance to AMI's fax number at 512-327-2784 (or deliver in person or by email from the insurer).

AMI will provide the A/C service company with pass code access to the roof after receiving cert. of insurance. AMI keeps logs of the Unit #'s given the pass codes & what time/date the appointments are.

During Nights, Weekends and Holidays.

Owner informs AMI at 512/327-2777 of the need for A/C service on rooftop unit. AMI's nights/weekends/holidays answering service maintains the current list of pre-screened service companies and informs owner that they may either:

- 1) Use the AMI pre-screened service company for the after hours emergency for which AMI is not recommending and is not responsible for any issues that arise with any of those contractors on the list.

OR

- 2) The Owner may wait to use their own designated A/C service company during normal workdays (or Sat. by appt.) after providing the certificate of insurance to AMI and following the above directions.

When the Insurance Certificate is received, AMI will provide the service company with the pass codes for roof access. AMI keeps logs of the Unit #'s given the pass codes & what time/date the appointments are.

For Complete A/C Unit Replacement:

When Full A/C Unit Replacement is necessary, the owner must notify the management company not less than 24 hours prior to replacement during normal workdays M-F 8am-5pm.

The A/C company and the Crane company, if needed, must fax their certificates of insurance to the management company before any access can be given (unless the service is from the AMI contractor list).

Due to the necessity of protecting the 2008 Assessed & Costly Roof Replacement Membrane-The Management Company will provide an individual stationed on the roof overseeing the placement of the New A/C Unit helping to prevent damage to other owner A/C units or the roof membrane.

AMI reminds Owners that they will be charged the cost of the individual to observe the workers on the roof at a rate of \$35-75 per hour with a 3 hour minimum. Many owners have already updated their A/C units to more energy efficient units and this full change out occurs only occasionally over a long period of time.

Owner will pay for any roof damage or other owner A/C damage that may occur during this installation.

17. Community Laundry Room:

Washers & Dryers are provided & serviced by Coinmach Corporation. If there is an equipment concern or failure please call Coinmach 877-264-6622 immediately & notify the management company. Please follow the posted rules by cleaning out the dryer lint each time (for safety), wiping out the washer before and after each use, and keep the washer lid in an open position when not in use. Please respect this convenience, pick up after yourself, empty laundry waste into the trash container & report any abuses observed. Use the trash container for laundry items only, no garbage from condos please. The HOA is not responsible for any items lost or stolen if left unattended. It is owner responsibility to safe guard your personal belongings and keep them in your possession.

18. Parking: No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain on site in any area of the property, other than temporarily for purposes of loading and unloading of passengers or personal property. All vehicles must display current license plates or will be considered inoperable. No flat tires over 24hours. Any of the above may be towed and the owner subject to all towing fees. The towing company is independent of The Pointe HOA; must be dealt with directly and is the responsibility of the owner. Contact Elite Towing (Kymco, Inc) 512-573-1798.

19. Parking Tags and Key Fobs:

a. **All vehicles** including motorized bikes must have The Pointe-issued Parking **Hang Tag** hanging on the rear-view mirror with the number facing the exterior where it may be observed; otherwise, a vehicle may be towed without notice by the independent towing company. This includes all Pointe parking areas; inside the gated lot and the 2 street parking areas on Duncan & Luther Lanes. If no tag is visible, you may be towed and you

must contact the towing company directly.

b. Additional Hanging Tags (\$35) and Key Fobs (\$75), which are for gated parking entry, may be purchased at the management company with given vehicle and driver identification.

c. Owners tenants should return these to the owners when vacating.

d. Service & Repair Companies, and Real Estate Agents should have signage displayed on vehicles. If signage is not apparent, the parties may place a business card on the driver's side dashboard. It should be clearly visible while parking in the front of the building on Duncan Lane. However, The Pointe is not responsible for any improperly parked and towed vehicles. Street parking does not require tags or permits at this time (Feb.2011) but may in the future.

20. Vehicle Maintenance: No power equipment, workshops, or care maintenance of any nature without a majority approval vote of the Board of Directors is permitted. Washing of Vehicles or other items are not allowed in the parking lot, parking or garage areas or anywhere onsite at any time.

21. Swimming Pool: Use of the pool is solely at the risk of the person(s) using it. **NO DIVING** is allowed at any time. **NO GLASS IS ALLOWED IN THE POOL OR POOL AREA.** The pool opens at 9am and is closed at 10 p.m. Sunday-Thursday and 11p.m. on Friday & Saturday. No swimming after this time is allowed. City Code requires pool gates be closed always. Children must be accompanied by an adult at all times. No pets are allowed in the pool or pool area. All owners, residents and their guests must observe the rules posted at the pool. The Board of Directors and Management Company reserve the right to limit the number of pool guests or request dispersal of individuals. In the event of Emergency, the emergency phone for 911 is located at the west side of pool.

Forms for Pool reservations requiring Board review and approval by majority vote of the Board of Directors are available from the management company.

22. Pets:

a. Domestic **Cats** may be kept as household pets within the complex provided they do not cause a disturbance and provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used in the Declaration "unreasonable quantities" shall be deemed to limit the number two (2) cats: however any litter may be retained for a reasonable period (6-8 weeks from birth). **Cats are not allowed to roam unattended.** Cats may not be in common areas unless owner is in immediate attendance. Cats must not be allowed to defecate or urinate on the property. **There is a \$50 fine per offense.** DO NOT use sewers for the disposal of droppings or kitty litter.

b. **Dogs:** Are NOT allowed in residence but residents are allowed to host one small (under 25lbs) "Visiting Dog" if:

1. The visiting dog does not stay overnight on the property or make noises bothering other tenants.
2. Is always on a leash when being walked in the common areas.
3. Does not defecate or urinate on the property. "Accidents" must be avoided but immediate clean up is necessary. Only allow pets to eliminate off the condominium

property.

4. Does not enter the pool or the pool area.

5. Is not a nuisance or thought to be dangerous. If so, the visiting dog must be removed immediately by any "fear or nuisance request" of a Pointe resident or the property management company.

6. Complaints & suspicions of dogs residing at The Pointe should be made to the management company. A photo of the dog is helpful for clarification and identification. As with other noises and disturbances, 311 may be called to report a noise problem.

Any unit found to be housing a dog or other unauthorized animal(s) may be fined \$50 per day until the animal is removed. (Large dogs over 25 lbs were never allowed on property) NOTE: Due to an error made by a previous management company, Units 43 & 47 each have one small dog. As those two units are sold, no other dogs will be allowed unless service animals. No animals, including, but not limited to horses, fowl, reptiles, insects or poultry shall be kept at The Pointe, unless a registered and approved service animal, except for domestic Cats.

23. Violations & Fines: Failure to adhere to these policies may result in consequences including but not limited to paying for any appropriate fines, damages and legal fees applied to the owner of the unit to which the violation is incurred. Fines may be levied against the unit owner regardless of who is residing in the unit. If you are fined and think it is unjustified you may petition the Board of Directors in writing within 30 days of receipt of your Notice for Protest and Appeal to remove the fine. Submit your Appeal details in writing for the Board of Directors review; stating what your reasons are for Protest and why the fine should be removed. The Board will review your protest and by majority vote make a determination on whether to remove the fine or if policies are clear allow the fine to stand. If the Owner then feels a review hearing is still desired an appointment can be requested to meet with Board representatives.

Fine Calculations not specifically listed in the Policies above will generally follow the Schedule noted below. However, the Board reserves the right in its sole discretion to deviate from this standard policy when circumstances so warrant in the board's discretion, including increasing or reducing fines.

a. **First Offense:** After a first Notice with a specified time for compliance, a \$50 fine will be assessed and added each month until in compliance. Late fees will not be added to fines but fines will be assessed each month until in compliance.

b. **Second Offense:** A Notice of immediate \$50.00 fine will be assessed and added each month until in compliance.

c. **Third Offense & Any following:** A Notice of immediate \$200.00 fine will be assessed and added each monthly until in compliance.

d. When assessed, Fines and Fees are due immediately to the HOA by the Unit Owner. It is Owner responsibility to collect from their tenants if applicable and payment should be made as soon as possible to the Management Company to avoid further fines or added costs.

e. Per bylaws, Legal/Lien action may occur for balances due over \$900.

f. By majority vote only; the Board may vary from this Schedule.

24. Amendments and Exceptions: These Rules may be amended at any time only by a majority vote of the Board of Directors, with such vote evidenced in writing and filed in the minute book of the association. Exceptions to these Rules may also be allowed by a majority vote of the Board of Directors.

25. Insurance: Your HOA dues pay for specific property insurance with deductibles for The Pointe but this insurance does not necessarily provide the type of coverage an individual owner may desire. It is Owner responsibility to obtain individual unit insurance coverage if so desired. Protect yourself by being aware of needed or desired coverage and deductibles. Contact the management company and request a copy of The Pointe Insurance Certificates of coverage to discuss with your insurance agency or agent.

26. Security Cameras: These cameras may not be monitored and may be nonfunctional at any time. Cameras must not be relied upon for security. Personal safety and security is the sole responsibility of individual owners/tenants and pool users and that of local law enforcement authorities. The HOA cannot and does not warrant the effectiveness or mechanical warranty of any camera. Any camera may be nonfunctional at any time and any camera may be a “dummy” camera. The association may in its sole discretion keep for any length of time, or discard after any length of time any historical video surveillance footage.

27. Garages (12) and Storage Units: HOA Garages (#7, 8, 9, 11&12 of the 12 garages are HOA owned) and Storage Units are available monthly with signed lease. Contact the Management Company to determine leasing availability. Any modification to any garage doors is prohibited. Garage door opener keypads are permitted with majority vote pre-approval by the Board of Directors. Maintenance of garage door hardware and openers is the responsibility of the owner and/or tenant. Damage by the owner and/or tenant to garage door panels is the responsibility of the owner and/or tenant.

28. Renter Registration: For the management company to contact residents in emergency situations, WITHIN TEN DAYS OF MOVE-IN, you must provide the company with your renter(s) name(s), telephone number(s) and the email address they check most frequently along with the name and description of Pets-Cats (only) and vehicles parked onsite. All information is considered confidential and will be available only to the Management Company and The Pointe Board of Directors. Failure to register your tenant may result in a fine. Consult The Pointe’s Bylaws to ensure your lease is in accordance with the established By-Laws.

29. Lost and Found: There is no lost and found procedure but you may want post a note about something on the Official Board Google site or on The Pointe Laundry room bulletin board (2nd floor).

30. Water Shut-off Procedure for Plumbing Repairs or Updates.

To shut off the water for repairs or updates, the owner must follow this policy:

- a. Call the management company and report the planned service **at least 48 hours in**

advance, unless it is an emergency situation. They will give you instructions on how to turn off the water at the main shut-off valve. There is now only ONE shut off valve available for the entire complex. You are responsible for any repair costs if damaged.

b. The **Water Shut Off** allowed is for **2 hours maximum for each service call** (unless an emergency) because all 65 units are without water.

c. Owner must place **Notice Signs on all FIVE entry gates 48 hours prior** to shut off. The notice should include your unit number, date, the time-off with the expected 2 hour duration of the water shut-off (8am-10am, 1pm-3pm etc)

d. Promptly remove these Notices after service and respect the other 64 owners who are without water during your 2 hour service shut off time. Coordinating service times with other units is encouraged.

31. Sales and Leasing Website: The Pointe maintains a sales and leasing website at www.thepointeaustin.com. All homeowners & their realtors are encouraged to advertise their Pointe property on this website for no extra charge. A "Sales and Leasing" sign at the front of the Property alerts traffic to this site and other signs are not allowed and will be removed. Your HOA pays a small fee for this service.

32. Board of Directors Website: The BOD website is at <http://groups.google.com/group/the-pointe-hoa-board-official-site/> The BOD plans to utilize this "Owners-Only" website to post official Board communications, currently "note: 10.1.2011 website is under construction for future use per Google site changes".

33. Collections & Payment Applications:

a. Your dues and assessments are due by the 10th of each month.

b. If received after the 10th of the month, the management company may send you a notice (by mail or email) that you are in arrears and have a late fee. Late fees are assigned after the 10th, if due, regardless of notification. Note: For payment applications; all late fees are paid first, arrears dues & arrears assessment dues paid next, followed by all current monthly dues until paid in full. Monthly Late fees continue to be added each month until each assessment due is shown as a -0- balance due.

c. Once you become 60 days in arrears, a certified, return-receipt letter may be sent to you. Failure to advise you of delinquency does not preclude legal proceedings.

d. After 90 days in arrears, your account will be sent to an attorney to begin legal collections. You will be charged all legal fees, late fees and fines.

e. Failure to advise you of delinquency does not preclude legal proceedings.

34. Late Fees and Returned Check Fees: effective 4.1.2010

a. \$25 late fee for monthly dues on any assessment if unpaid after the 10th.

b. \$10 late fee for monthly special assessments unpaid after the 10th

c. \$15 late fee for monthly garage rent unpaid after the 15th (or per signed lease)

d. \$35 late fee for NSF bank returned checks anytime

e. Note: Applicable fines will be added each month until in compliance, additional late fees will not be added to the unpaid fines.

35. Flags, Solar Energy Devices, and Rain Barrels

General. An Owner may not display flags, install solar energy devices, rain barrels, rainwater harvesting devices, or install related improvement on the Common Elements (limited or general) or on any other property or element owned or maintained by the Association, including but not limited to exterior wall surfaces, balconies, terraces, patios, roofs, grounds, yards, and gardens.

36. Religious Displays

General. State statute allows an Owner to install certain religious displays in the Owner's entry, and further allows the Association to impose certain limitations on such entry displays. This Rule outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in paragraph (2) below. Permitted "religious items" are limited to those items for which display is motivated by the resident's sincere religious beliefs.

1. **Prohibited Items.** No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.
2. **Remedies for Violation of this Rule.** Per state statute, if a religious item is displayed in violation of this Rule, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
3. **Seasonal Religious Holiday Decorations.** This Rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious displays such as Christmas lighting or Christmas wreaths. What is considered a Seasonal Religious Holiday Decoration shall be in the sole discretion of the Board, and the Board may impose time limits and other restrictions on the display of Seasonal Religious Holiday Decorations in its discretion. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Rule.
4. **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.

37. Transfer Fees: In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, 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. It is the selling Owner'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 Unit's account accordingly. The Association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

Resale certificates must be issued as a matter of law in conjunction with all condo sales, with the exception of sales from the original developer (a/k/a, the "declarant"), and must be provided by the selling Owner to the prospective buyer. (*See Texas Property Code §82.157.*) If a resale certificate is not requested and a sale/transfer occurs, all fees related to the sale/transfer and the Association's need to update its records 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 amount.

38. Email Addresses & Updates:

Email Addresses. An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, whether in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service in order to receive Association emails.

Updating Email Addresses. An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. The notice must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

40. Property Management Contract (Or alternate management company if applicable)

AMI-Austin, effective 2.1.2010

Camille Belcher, Director

Association Management, Inc.-Austin (AMI) www.amitx.com

3103 Bee Cave, Suite 100

Austin, TX 78746

Office: 512-327-2777

Fax: 512-327-2784

ALL QUESTIONS, COMMENTS AND REQUESTS SHOULD BE DIRECTED TO THE MANAGEMENT COMPANY For all other questions and notifications, call Associated Management, Inc. at 512-327-2777 (or current management co. if applicable)

To learn more about First Service Residential Management, please visit our website at www.fsresidential.com. Nasdaq-(FSRV)
AMI acquired by First Service Management in November, 2010

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Dec 20, 2011 01:22 PM

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HAYWOODK: \$84.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS