

14

2018

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
HOA OF AVONDALE RANCH, INC.**

**COMMUNITY POLICIES AND GUIDELINES**

**STATE OF TEXAS**

§

KNOW ALL PERSONS BY THESE PRESENTS

**COUNTY OF TARRANT**

§

WHEREAS, HOA of Avondale Ranch, Inc. is charged with administering and enforcing those certain Declaration of Conditions, Covenants, and Restrictions dated 03/22/2001 and recorded in Instrument No. D201061877, of the Real Property Records of Tarrant County, Texas (hereinafter referred to as the "Declaration"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding policies contained therein, it is appropriate for the Association to adopt guidelines regarding policies within the community.

NOW THEREFORE, the Board has duly adopted the following Community Policies and Guidelines within the community.

## HOA OF AVONDALE RANCH, INC.

### DOCUMENT INSPECTION POLICY

1. The purpose of this Policy is to establish procedures for the inspection of Association records and notify Owners of the costs to be incurred for the production and reproduction of the Association's books and records in response to a written request.
2. Owners, or their designated representatives, may have access to the Association records upon submission of a written request to the Association by certified mail to the mailing address of the Association or its authorized representative as listed in the current management certificate. The request must contain sufficient detail as to the books and records to be inspected.
3. The Association's books and records are those records designated by Section 209.005 of the Texas Property Code.
4. The Association will keep the following records confidential: violation histories of owners, owners personal financial information, owners contact information other than address, and association personnel files.
5. The written request must specify whether the Owner wants to inspect before obtaining copies, or have the Association forward copies.
6. If inspection is requested, within ten (10) business days of receipt of written request, Association must send written notice of dates during normal business hours that the Owner may perform the inspection.
7. If copies are requested, Association shall produce copies within ten (10) business days from the date of the receipt of the request. If Association can not produce copies within ten (10) business days, Association shall notify the Owner within the ten (10) business day window and then produce the requested records within fifteen (15) business days of giving notice to Owner. The Association may produce all requested books and records in hard copy, electronic format, or other format readily available to the Association.
8. Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records prior to producing.
9. Inspection shall take place at the office of the Association's management company or such other location as the Association designates during normal business hours. No Owner, or designated representative, shall remove original records from the location where inspection takes place nor alter the records in any manner.
10. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:
  - A. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.15 per page or part of a page. Each side that has recorded information is considered a page.

B. Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

C. Diskette \$1.00;

D. Magnetic tape - actual cost

E. Data cartridge - actual cost;

F. Tape cartridge - actual cost;

G. Rewritable CD (CD RW) \$1.00;

H. Non rewritable CD (CD R) \$1.00;

I. Digital video disc (DVD) \$3.00;

J. JAZ drive - actual cost;

K. Other electronic media - actual cost;

L. VHS video cassette \$2.50;

M. Audio cassette \$1.00;

N. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)\$\$.50;

O. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) actual cost.

P. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour.

Q. The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in a remote storage facility.

R. When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.

S. Overhead charge. Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. If an Association chooses to recover such costs, a charge shall be made in accordance with the

methodology described in paragraph (ii) of this subsection.

i. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.

ii. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. (Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00).

T. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.

U. Postal and shipping charges. An Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

V. These charges are subject to periodic reevaluation and update.

11. The Association may require the Owner requesting documents to pay the estimated costs associated with production and copying in advance. If the estimated cost is different than the actual cost, the Association shall submit a final invoice to the Owner on or before thirty (30) business days after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the Owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the Owner, or the Association will add such additional charges as an assessment against the Owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the Owner.

## **HOA OF AVONDALE RANCH, INC.**

### **DOCUMENT RETENTION POLICY**

1. The purpose of this policy is to ensure that the necessary documents of the Association are protected and maintained.
2. The Association is in charge of administering the Policy. The Board is authorized to make changes from time to time to ensure it is in compliance with all applicable laws.
3. This policy applies to all hard copy records as well as all electronic records.
4. Documents are to be retained as follows:
  - A. Governing Documents: will be retained permanently.
  - B. Financial Records: will be retained for 7 years.
  - C. Owners Account Records: will be retained for 5 years.
  - D. Contracts: will be retained for 4 years after the end of the contract terms.
  - E. Meeting Minutes: will be retained for 7 years.
  - F. Tax returns and audit records: will be retained for 7 years.
5. If the Association is served with a subpoena, becomes aware of potential pending litigation concerning or involving the Association, or becomes aware of a governmental investigation or audit concerning the Association, all documents relevant to any such claim, audit or investigation will be retained indefinitely, or until conclusion of the matter or until such time as the Board of Directors shall decide.

## **HOA OF AVONDALE RANCH, INC.**

### **E-MAIL REGISTRATION POLICY**

1. The purpose of this policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This E-mail Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.
2. Each owner must register an e-mail address with the Association, and must keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager, via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.
3. In the event an owner fails to register an accurate email address with the Association, the owner may not receive email notification of regular and special Board meetings. Also, the Association may use an owner's registered email address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an email address with the Association or submits an electronic ballot from an email address other than the email address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current email address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered email address is returning an email delivery failure message/undeliverable message.

## HOA OF AVONDALE RANCH, INC.

### FLAG DISPLAY GUIDELINES

1. An Owner or resident may display:
  - A. The flag of the United States of America;
  - B. The flag of the State of Texas; or
  - C. An official or replica flag of any branch of the United States armed forces.
  
2. An Owner may only display a flag described above if such display meets the following criteria:
  - A. A flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - B. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - C. A flagpole attached to a dwelling or a freestanding flagpole 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;
  - D. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  - E. A display flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
  
3. The Association hereby adopts the following additional restrictions on the display of flags on an Owner's lot:
  - A. An Owner may not install a flagpole which is greater than twenty feet (20') in height, and must be equipped to minimize halyard noise;
  - B. An Owner may not install more than one flagpole on the Owner's property. A flagpole can either be securely attached to the face of the dwelling or be a freestanding flagpole;
  - C. Any flag displayed must not be greater than 4' x 6' in size;
  - D. An Owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
  - E. An Owner may not locate a displayed flag or flagpole on property that is:
    - i. Owned or maintained by the Association; or
    - ii. Owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an Owner must first submit plans and specifications to and receive the written approval of the Board or Architectural Control Committee ("ACC"). The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate the displayed flag).



## HOA OF AVONDALE RANCH, INC.

### ALTERNATIVE PAYMENT PLAN POLICY

1. The purpose of this Policy is to assist Owners in managing their delinquent assessments and fees and remain current on the payment of those amounts owed to the Association by providing a uniform and orderly procedure by which Owners can make payments to the Association.
2. Only the Owner of record can enter into a payment plan.
3. The Association will accept payment plans in which the delinquent balance should be paid in full within a minimum term of three (3) months or a maximum term of eighteen (18) months. The Board of Directors shall have discretion to decide the length of the term.
4. The Association Board of Directors will consider alternate payment plan terms, if the homeowner presents the alternate terms in writing and the Owner has not failed to honor the terms of a previous payment plan within the last two (2) years.
5. The Association Board of Directors will notify the homeowner, directly, or through its managing agent, of acceptance/denial of payment plan schedule. If accepted, Owner must submit a signed payment plan along with the initial payment to the designated address.
6. If the Association bills an Assessment, Special Assessment, or other applicable Association fee, it must be paid in full within thirty (30) days, and is not to be included in the payment plan schedule.
7. If an Owner requires a payment plan for a Special Assessment, or other applicable Association fee, and does not have a delinquent balance, a payment plan can be entered into that ensures the balance due is paid prior to the next scheduled Assessment, or Special Assessment (if applicable).
8. Owner payments are to be received by the 15th day of each month, unless otherwise approved by the Association Board of Directors or its managing agent.
9. If payments are submitted in accordance with the payment plan guidelines, the Owners account will not incur additional late fees but may continue to incur interest. The Association may charge a reasonable fee to negotiate, establish and initiate a payment plan and charge a monthly fee to administer the plan for the duration of the payment plan.
10. If the payment plan goes into default, a subsequent payment plan may not be approved by the Board of Directors for a period of two (2) years.

**HOA OF AVONDALE RANCH, INC.**

**APPLICATION OF PAYMENTS POLICY**

1. Except as provided by Paragraph 2, a payment received by the Association from the owner shall be applied to the owner's debt in the following order of priority:

- A. any delinquent assessment;
- B. any current assessment;
- C. any 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. any attorney's fees incurred by the Association that are not subject to Subdivision (3);
- E. any fines assessed by the Association; and
- F. any other amount owed to the Association.

2. If, at the time the Association receives a payment from a property owner, the owner is in default under a payment plan entered into with the Association:

- A. the Association is not required to apply the payment in the order of priority specified by Subsection (a); and
- B. in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

## HOA OF AVONDALE RANCH, INC.

### RAINWATER COLLECTION SYSTEMS GUIDELINES

1. No rainwater harvesting systems may be constructed or installed without the prior written authorization of the Architectural Control Committee ("ACC"). Rainwater harvesting systems will be approved upon request by an owner subject to the following exceptions and restrictions:
2. Rainwater harvesting systems allowable uses are restricted to outdoor irrigation and foundation watering only. Required components are;
  - A. Rooftop catchment surface
  - B. Debris excluder (leaf screen, roof washer, first-flush diverter, etc.)
  - C. Storage tank(s)
  - D. Delivery system (gravity or pump fed)
  - E. All systems must adhere to city ordinances when and where applicable
3. To prevent backflow contamination, an air gap or reduced pressure principle backflow assembly is required when using potable water as a supplementary water source for rainwater harvesting systems.

#### Storage tanks must:

- A. Be opaque to prevent algae growth
  - B. Have never been used to store hazardous materials
  - C. Be covered, vents screened
  - D. Be accessible for cleaning and repair
  - E. Have locked/secured openings
  - F. Have an overflow port
  - G. Be placed on a stable/level surface
  - H. Be eight feet (8') or less in height
  - I. Have a 1:1 setback if laid underground
4. Systems must be maintained to prevent mosquito breeding and be labeled "Rainwater Do Not Drink" or with a similar phrase to prevent accidental ingestion of non-potable water.
  5. Systems are only allowed in the back yard and all systems must be screened from public view.

## HOA OF AVONDALE RANCH, INC.

### DISPLAY OF CERTAIN RELIGIOUS ITEMS GUIDELINES

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - A. threaten public health or safety; or
  - B. violate any law; or
  - C. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

**HOA OF AVONDALE RANCH, INC.**

**ROOFING MATERIALS GUIDELINES**

1. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:

A. are designed to:

i. be wind and hail resistant;

ii. Provide heating and cooling efficiencies greater than those provided by customary composite shingles;

iii. Provide solar generation capabilities; and

B. when installed:

i. resemble the shingles used or otherwise authorized for use on property in the subdivision,

ii. are more durable than and are of equal or superior quality to the shingles described by subsection I above; and

iii. match the aesthesitc of the property surrounding the owner's property.

## HOA OF AVONDALE RANCH, INC.

### SOLAR ENERGY DEVICES GUIDELINES

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A 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. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - A. on the roof of the main residential dwelling; or
  - B. on the roof of any other approved structure; or
  - C. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - A. have no portion of the Device higher than the roof section to which it is attached; and
  - B. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - D. conform to the slope of the roof; and
  - D. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - E. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - F. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by the publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.

7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licenses craftsmen must be used where required by law. Permits must be obtained where required by law.

8. Installed Devices may not:

A. threaten public health or safety; or

B. violate any law; or

C. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.

9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

These policies and guidelines are effective upon recordation in the Public Records of Tarrant County, and supersede any guidelines or policies which may have previously been in effect. Except as affected by the Texas Property Code and/or by these policies and guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect. Approved and adopted by this Board on the 12 day of March, 2012.

HOA OF AVONDALE RANCH, INC.

Edward Yarbrough  
Signature

Edward Yarbrough  
Printed Name

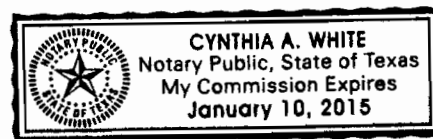
HOA PRESIDENT  
Title

Before me, the undersigned authority, on this day personally appeared Ed Yarbrough, President of HOA of Avondale Ranch, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein states.

Given under my official hand and seal this 12<sup>th</sup> day of March, 2012.

Cynthia A. White  
Notary Public, State of Texas

**AFTER RECORDING PLEASE RETURN TO:**  
GloboLink Management  
P.O. Box 1532  
Keller, TX 76244-1532





MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

GLOBOLINK MANAGEMENT  
PO BOX 1532  
KELLER, TX 76244

Submitter: HOA OF AVONDALE RANCH  
INC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 4/4/2012 9:12 AM

Instrument #: D212080638

OPR

17

PGS

\$76.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D212080638

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR