



COVERED BRIDGE PROPERTY OWNERS ASSOCIATION, INC.

UNANIMOUS CONSENT OF DIRECTORS IN LIEU OF SPECIAL MEETING

The undersigned, being all members of the Board of Directors of Covered Bridge Property Owners Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, and in lieu of holding a meeting of the Board of Directors, to adopting of the following resolutions:

1. ADOPTION OF POLICY FOR DEED RESTRICTION VIOLATIONS

RESOLVED, that the Board of Directors hereby adopt an restriction violation policy pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the policy attached hereto as Exhibit A.

2. ADOPTION OF POLICY FOR COLLECTION OF ASSESSMENTS

RESOLVED, that the Board of Directors hereby adopt an assessment collection policy pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the policy attached hereto as Exhibit B.

3. ADOPTION OF FEE SCHEDULE

RESOLVED, that the Board of Directors hereby adopt a fee schedule pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the fee schedule is attached hereto as Exhibit C.

4. ADOPTION OF AMENITY CENTER RULES

RESOLVED, that the Board of Directors hereby adopt Amenity Center rules pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the rules is attached hereto as Exhibit D.

5. ADOPTION OF FINES FOR VIOLATIONS OF RULES AND DAMAGES TO PROPERTY

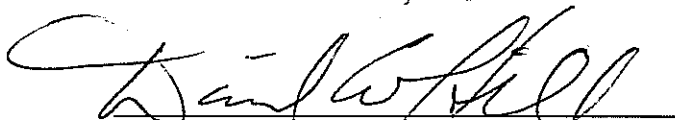
RESOLVED, that the Board of Directors hereby adopt a fine policy for violations of rules and damages to common property pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the policy is attached hereto as Exhibit E.

6. ADOPTION OF TRAIL AND GREENBELTS RULES

RESOLVED, that the Board of Directors hereby adopt trail and greenbelt rules pursuant to Article VII, Section 7.2 of the Bylaws. A copy of the rules is attached hereto as Exhibit F.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 1<sup>st</sup> day of March, 2005.

  
Michael L. Schoenfeld, President

  
David A. Hill, Vice President

Thomas P. Darmstadter  
Thomas P. Darmstadter Treasurer

State of Texas §  
County of Travis §

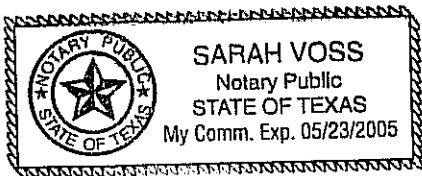
This instrument was acknowledged before me on the 2 day of March, 2005 by Mary M. Hughes, in the capacity stated above.



Mary M. Hughes  
Notary Public in and for the State of Texas

State of Texas §  
County of ~~Travis~~ Angelina §

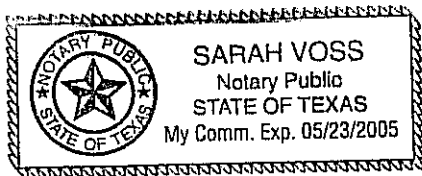
This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2005 by David A Hill, in the capacity stated above.



Sarah Voss  
Notary Public in and for the State of Texas

State of Texas §  
County of ~~Travis~~ §

This instrument was acknowledged before me on the 8 day of March, 2005 by Thomas P Darmstadter, in the capacity stated above.



Sarah Voss  
Notary Public in and for the State of Texas

After recording, return to:  
Covered Bridge POA  
PO Box 92649  
Austin, TX 78709

COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

POLICY FOR DEED RESTRICTION VIOLATIONS

The Board of Directors may levy a reasonable fine for any violation of the Association Bylaws, Declaration of Covenants, Conditions, and Restrictions, and Rules and Regulations committed by such Member or any occupant of the property owned by the Member. The Board reserves the right to alter its policy on a case-by-case basis.

Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine of \$50.00, up to a maximum of thirty (30) daily fines per violation; and the Board may require the Member to post a bond or other form of security to ensure future compliance.

The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy and collection of fines, including appellate proceedings. Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the property, and all such amounts described herein may be collected in the same manner as other amounts for which the Association has a lien, as further described in Article VIII of the Declaration of Covenants, Conditions and Restrictions.

The Association shall apply all payments to the outstanding balance in the following order: attorney's fees and costs, fees and interest, fines, special assessments, and regular assessments, with payment being applied to the oldest balance first. No partial payment will waive the Association's right to pursue full payment and/or enforce its Bylaws, Declaration, and Rules and Regulations.

**Violation – First Occurrence**

Send violation notice to Member via certified mail return receipt requested.

Member will be given a reasonable amount of time from the date of notice to cure the violation (the deadline) by the Board of Directors.

Member will be given 30 days from receipt of notice to request a hearing before the Board.

If the violation is not cured within 30 days, and the owner does not request a hearing within 30 days, a fine will be levied for each day the violation exists after the deadline to cure the violation.

If the owner requests a hearing within 30 days, and the violation stands, a fine will be levied for each day the violation exists after the deadline.

If the violation is not cured within 10 days after the hearing, the matter will be referred to the Association's attorney.

**Same Violation – Subsequent Occurrence Within Six Months of First Occurrence**

Send violation notice to Member.

Member will be given 30 days from receipt of notice to request a hearing before the Board.

A fine will be levied for each day the violation exists after the date of the notice.

If the violation is not cured within 30 days from the date of notice, the matter will be referred to the Association's attorney.

**Same Violation – Subsequent Occurrence Later Than Six Months of First Occurrence**

Send violation notice to Member via certified mail return receipt requested.

Member will be given a reasonable amount of time from the date of notice to cure the violation (the deadline) by the Board of Directors.

Member will be given 30 days from receipt of notice to request a hearing before the Board.

If the violation is not cured within 30 days, and the owner does not request a hearing within 30 days, a fine will be levied for each day the violation exists after the deadline to cure the violation.

If the owner requests a hearing within 30 days, and the violation stands, a fine will be levied for each day the violation exists after the deadline.

If the violation is not cured within 10 days after the hearing, the matter will be referred to the Association's attorney.

COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

POLICY FOR COLLECTION OF ASSESSMENTS

Annual assessments are due on January 1 of each year or 30 days from the date of invoice for special assessments. The Association will levy a late fee of \$25.00 against a Member if full payment for annual assessments is not postmarked or received by January 15. A late fee of \$25.00 will be levied if full payment for special assessments is not postmarked or received by the thirtieth day following the date of invoice. A late fee of \$25.00 will be levied on the first day of each month the assessments remain unpaid.

The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy and collection of assessments and late fees, including appellate proceedings. Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the property.

The Association shall apply all payments to the outstanding balance in the following order: attorney's fees and costs, late fees and interest, fines, special assessments, and regular assessments, with payment being applied to the oldest balance first. No partial payment will waive the Association's right to pursue full payment and/or enforce its Bylaws, Declaration, and Rules and Regulations.

<u>PAST DUE</u>	<u>ACTION</u>
15 days	Assess late fee for assessments not received during the year due.
45 days	Assess additional late fee. Send past due notice to Member.
75 days	Attorney sends past due notice to Member; Assess additional fees and costs of collection of assessments.
105 days	Attorney sends lien notice to Member; Assess additional fees and costs of collection of assessments; Report Member account delinquency to a consumer credit reporting agency.
135 days	Attorney files lien; Assess additional fees and costs of collection of assessments.
165 days	Attorney sends foreclosure notice to Member. Assess additional late fees and costs of collection of assessments.
195 days	Attorney files for foreclosure; Assess additional fees and costs of collection of assessments.

The dates and actions outlined in these rules are guidelines only and the Board reserves the right to accelerate the process or alter the collection process in its sole discretion provided that at all times collection activity will comply with the requirements of state law.

COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

**Schedule of Fees**

Annual Assessment _____	\$360.00
Late Fee _____	\$25.00
Violation Fine _____	\$50.00
Insufficient Funds Check Fee _____	\$50.00
Amenity Center Reservation _____	\$100.00 deposit
Construction Deposit _____	\$2,500.00

*All fees subject to change in accordance with the governing documents of the Association.*

COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

**Amenity Center Rules**

Use of the Amenity Center is restricted to Covered Bridge Members and their accompanied guests. Guests must be accompanied by at least one Member at all times. Daily operating hours are 6:00 a.m. to 9:30 p.m. unless otherwise posted.

In case of an emergency, press the button on the red phone located on the wall closest to the swimming pool entry gate.

Users are required to observe the following rules for everyone's safety and enjoyment.

1. Warning – No lifeguard on duty. Swim and use of all Amenity Center facilities is at your own risk.
2. No diving, somersaults, back dives, cannon balls, preacher seats, can openers, or similar type of entries from the edge of the pool.
3. Children under the age of 15 are prohibited from using the pool without adult supervision.
4. Proper swimwear must be worn at all times.
5. Sealed swimming diapers are required to be worn by children who are not toilet trained.
6. The gates to the pool area must be closed and latched at all times. Do not prop the gates open.
7. Adults are encouraged not to swim alone.
8. Absolutely no glass containers within the fenced area.
9. No alcohol, tobacco, drugs, fireworks or weapons of any kind whatsoever allowed.
10. No running, horseplay, or other unsafe and disorderly activities allowed.
11. No pets (other than guide dogs), bicycles, skateboards or in-line skates allowed within the pool fence. Children's strollers are permitted.
12. Nuisances, such as loud music and inappropriate behavior, are prohibited.
13. Open fires and cooking are strictly prohibited.
14. The pool furniture is to remain in the fenced area and out of the swimming pool and splash pad area.
15. No eating and drinking except in the areas provided with tables and chairs (shaded area, covered patio and fixed metal tables and benches). Absolutely no food or drinks allowed in the swimming pool or splash pad area.
16. Dispose of all litter! Keeping this area clean is everyone's responsibility. Members are required to remove all trash and clean any messes caused by their party.
17. No one shall knowingly enter the pool and fenced area while suffering from any contagious diseases.
18. Report any pool contamination immediately to Jack Baker, Community Association Management, by calling 413-5775.
19. No more than 5 guests per resident without written authorization from the Association.
20. Reservations of the Amenity Center for parties or events (in which one household invites a total of ten or more people to the Amenity Center, including members of the household) are allowed only with prior written authorization by the Association and in accordance with its rules. Please see "Amenity Center Party Request" application.
21. Damages to the Amenity Center and any other property owned by the Association may result in the assessment of repair and replacement costs, fines and other penalties.

22. No sign, banner, or decoration will be allowed to be affixed to any surface. Signs and decorations displayed in connection with an event at the Amenity Center must obtain prior written approval of the Architectural Committee.
23. Residents are responsible for any damage they, their guests, or their children cause while using any of the Amenity Center facilities and for cleaning up any mess or trash created by them prior to leaving the area.
24. The community manager may deny access to the Amenity Center at any time due to occupancy limits, weather, pool condition or if maintenance is required.
25. At the discretion of the community manager and as approved by the Board of Directors of the Covered Bridge Property Owners Association, certain periods of the normal open swim hours may be set aside for specialized activities. These activities will be open to all interested residents. Scheduled times for these activities will be posted.
26. Use of Amenity Center facilities may be denied if Association fees or other due amounts remain unpaid.
27. Violations of these Rules and interference with the enforcement of these Rules may result in (a) temporary revocation of Member privileges, (b) suspension of Member privileges, (c) fines, assessments and other penalties, and/or (d) legal action against the violator.

**Rules and policies are subject to change without prior notice.**

COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

POLICY OF FINES FOR VIOLATIONS OF RULES AND DAMAGES TO PROPERTY

In the event of a violation or interference with the enforcement of any of the Rules and Regulations of the Amenity Center, Trails and Greenbelts, or damage to the property of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may (1) suspend or condition the right of said Lot Owner to use facilities owned, operated, or managed by the Association; (2) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and Bylaws; (3) levy a damage assessment against a Lot; and (4) assess a fine against the Lot Owner for the violation and damage in an amount to be determined by the Board of Directors.

Any amounts charged to an owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.



COVERED BRIDGE PROPERTY OWNERS ASSOCIATION

**Trail and Greenbelt Rules**

Use of the trails and greenbelts is restricted to Covered Bridge Members and their accompanied guests. Guests must be accompanied by at least one Member at all times. Daily operating hours are from dawn to dusk, unless otherwise posted.

Users are required to observe the following rules for everyone's safety and enjoyment.

1. Use of the trails is not allowed after dark and access is permitted at designated trailhead points only.
2. Use of trails is at your own risk.
3. Only use of designated trails is permitted. Do not leave designated trails.
4. Horses, motorized vehicles and bicycles are prohibited.
5. No construction of any kind is permitted on the trails or in the greenbelt areas.
6. All pets must be restrained with a leash at all times. Owners are required to collect their pet's waste and dispose of it at owner's property.
7. Do not feed the wildlife.
8. Littering or dumping of any type of debris, trash, waste is prohibited.
9. Absolutely no glass containers.
10. No hunting, camping, picnics, loitering, smoking or weapons of any kind whatsoever allowed.
11. No cooking or fires of any nature allowed.
12. Nuisances, such as loud music and inappropriate behavior, are prohibited.
13. Please do not disturb the landscape. Be cautious of plants and wildlife in their native habitat.
14. Report any damage to or concerns about the trails and greenbelts immediately to Jack Baker, Community Association Management, by calling 413-5775.
15. Damages to the trails and any other property owned by the Association may result in the assessment of repair and replacement costs, fines and other penalties to the offending Owner.
16. No sign, banner, decoration, or displays of any kind will be allowed within the greenbelt or trail areas other than signs related to their use as approved by the Board of Directors of the Covered Bridge Property Owners' Association.
17. The community manager may deny access to the trails and greenbelts at any time.
18. At the discretion of the community manager and as approved by the Board of Directors of the Covered Bridge Property Owners Association, certain periods of the normal trail and greenbelt hours may be set aside for specialized activities. These activities will be open to all interested residents. Scheduled times for these activities will be posted.
19. Use of trails and greenbelts may be denied if Association fees or other due amounts remain unpaid. Not sure about this one – basically impossible to enforce.
20. Violations of these Rules or interference with the enforcement of these Rules may result in (a) temporary revocation of Member privileges, (b) suspension of Member privileges, (c) fines, assessments and other penalties, and/or (d) legal action against the violator.

**Rules and policies are subject to change without prior notice.**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 Mar 28 10:28 AM 2005051525

FERGUSONL \$32.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS