



Covenants, Conditions, & Restrictions

All CC&Rs Combined v1.0

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129
names

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
TRAVIS LANDING, TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

§

RECITALS

On or about June 7, 1960, O'Meara-Chandler Building and Development Co., Inc., a Texas corporation, the owner of all of the lots in Travis Landing, a subdivision in Travis County, Texas according to the map or plat filed for record in Flat Book 11, Page 35 of the Plat Records of Travis County, Texas ("Travis Landing Subdivision") and Amicable Life Insurance Company, as mortgagee of Travis Landing filed that certain Declaration of Restrictions for Travis Landing, in Volume 2173, Page 375 of the Deed Records of Travis County.

On or about February 28, 1961, O'Meara Building and Development Co., Inc., Mathis Blackstock, Marvin G. Cameron and Mildred Wallace Cameron, Coloman Dechenar and Gislea Voetsch Dechenar, and Donald S. Marsh and Jean Stambaugh Marsh executed and recorded that certain Amendment to Declaration of Restrictions for Travis Landing Subdivision in Volume 2278, Page 23, of the Deed Records of Travis County, Texas.

On or about May 1, 1985, Travis Landing Property Owners Inc., a Texas corporation, and certain property owners executed and recorded that certain Amended Declaration of Restrictions for Travis Landing, Travis County, Texas in Volume 9148, Page 262 of the Deed Records of Travis County, Texas.

On or about October 7, 1986, an Agreed Final Judgment was entered in Cause No. 378, 927 styled Betty Jane and Louis McCallum-Ozbun, et al v. Travis Landing Property Owners, et al, which declared that the Amended Declaration of Restrictions for Travis Landing recorded in Volume 9148, Page 171 of the Real Property Records of Travis County, Texas was null and void for all purposes.

On or about March 17, 1999, Travis Landing Property Owners Inc., a Texas corporation, and certain property owners executed and recorded that certain Amended Declaration of Restrictions for Travis Landing, Travis County, Texas in Volume 13391, Page 409 of the Deed Records of Travis County, Texas.

Travis Landing Property Owners, Inc., a Texas corporation (the "Association"), acting by and through its officers and duly authorized by its board of directors, and the other subscribing parties to this instrument, the same being all of the owners of all of the lots in Travis Landing Subdivision do hereby approve and adopt the following restrictions to amend, restate and replace the previous declarations of restrictions affecting Travis Landing Subdivision and said parties further provide that any person or persons now or hereafter owning any real property situated in Travis Landing Subdivision or the Association, acting as duly authorized hereunder and by its bylaws, may enforce these restrictions, at law or in equity, against any person or persons violating or attempting to violate any such covenant or restriction.

PART A. AREA OF APPLICATION

1. **FULLY-PROTECTED RESIDENTIAL AREA.** The hereby deed restrictions are for the area on the map and Lots identified in the plat records in Plat Book 11, Page 35 of the Plat Records of Travis County, Texas which identifies the Travis Landing Subdivision. The Residential Area Covenants in Part C and Architectural Building and Land Use Covenants in Part E shall apply to Lots 1 through 17 in Block A, Lots 1 through 2 in Block B, Lots 1 through 21 in Block C, Lots 1 through 37 in Block D, Lots 1 through 18 in Block E, Lots 1 through 9 in Block F, Lots 1 through 5 in Block G, Lots 1 through 16 in Block H, Lots 1 through 36 in Block I, Lots 1 through 27 in Block J, Lots 1 through 4 in Block K of Travis Landing Subdivision. The Maintenance Fee Assessment Covenant and related provisions in Part B shall apply to all Lots in Travis Landing Subdivision, with the exception of Lots C22 and C23, which is identified on plat records as “reserved lake frontage for property owners of Travis Landing Subdivision”.
2. **LOTS C22 AND C23.** In the Travis Landing Subdivision, Lots C22 and C23 are reserved for subdivision property owners and otherwise known as common areas. The usage and maintenance of Lots C22 and C23 are governed by the Park Rules and Regulations enacted, accompanied, and set forth by the Travis Landing Property Owners By-laws, enforced by the Travis Landing Property Owners Association and will be adhered to by all property owners within Travis Landing Subdivision.
3. **PRIVATE DOCKS.** There shall be no private docks on Lots C22 and C23 of the Travis Landing Subdivision.
4. **BUSINESS AREA.** There shall be no Lots designated in Travis Landing Subdivision for business, commercial or professional purposes. In addition, no Lot or Lots shall be bought for the purpose of gaining access to a business either commercial or professional that is located outside the Travis Landing Subdivision.
5. **RENTAL PROPERTY.** Tenants of any rental property within Travis Landing Subdivision will be held accountable for abiding by all covenants contained within the deed restrictions.

PART B. PROPERTY OWNERS ASSOCIATION

1. **TRAVIS LANDING PROPERTY OWNERS, INC.** The subscribing parties to this declaration and previous Lot owners of Travis Landing Subdivision have voluntarily associated themselves by forming a nonprofit property owners association. The Travis Landing Property Owners Association filed on July 2, 1981 for its nonprofit corporation status. The Association of Travis Landing Property Owners was formed for the purpose of protecting Travis Landing Subdivision property owner’s rights, to maintain and improve the appearance of Travis Landing Subdivision, maintain and improve the common areas, and to create rules and regulations regarding the maintenance and use of its common areas. By their signatures hereto, the property owners hereby ratify and adopt the Travis Landing Property Owners Association and its articles and by-laws as their representative to enforce the covenants as herein provided.
2. **MAINTENANCE FEE ASSESSMENT AMOUNT.** The property owners shall meet annually in May, in accordance with the by-laws of the Travis Landing Property Owners Association, to set the maintenance fee amount to be assessed. Such maintenance fee assessments must be fixed uniformly for all Lots and each Lot, with the exception of Lots C22 and C23. Each Lot within the Travis Landing Subdivision shall be assessed the annual maintenance fee with no otherwise stated exception either expressed or implied. Each property owner of Travis Landing

Subdivision shall be required to pay the annual maintenance fee with no otherwise stated exception either expressed or implied. Maintenance fee assessments shall not be fixed at less than seventy-seven dollars and eighty-three cents (\$77.83) per Lot and shall not be increased by more than a rate of ten percent (10%) over the previous year's assessment. Written notice of the annual maintenance fee assessment shall be sent to every property owner of Travis Landing Subdivision immediately following the annual meeting and payment thereof shall be due ninety (90) days from the annual meeting date.

3. **NOTICE AND QUORUM FOR MAINTENANCE FEE ASSESSMENT MEETING.** Written notice of the annual meeting shall be sent to all the property owners of Travis Landing Subdivision in accordance with the by-laws of the Travis Landing Property Owners Association and shall be sent at least ten (10) days before the meeting. For an annual meeting to be conducted, a quorum of at least twenty percent (20%) of the one hundred ninety-two (192) Lots of Travis Landing Subdivision must be represented either in person or by proxy. A majority vote of the property owners present, whether in person or by proxy, shall be required to approve and set the assessment amount. The property owners shall have one vote per Lot owned within the Travis Landing Subdivision.
4. **PURPOSE OF MAINTENANCE FEE ASSESSMENTS.** The maintenance fee assessments levied by the Travis Landing Property Owners Association on its property owners shall be used exclusively by the Travis Landing Property Owners Association and its representatives to promote the recreation, health, safety, and benefits of the property owners; to improve and to maintain the common areas; and to pay for the operating expenses of the Travis Landing Property Owners Association and Travis Landing Subdivision.
5. **MAINTENANCE FEE ASSESSMENT AND CREATION OF LIEN.** The subscribing parties, being all of the property owners of all of the Lots in Travis Landing Subdivision, hereby covenant, and each owner of any Lot by acceptance of any deed, whether or not it is expressed in the deed, is deemed to covenant and agree to pay to the Travis Landing Property Owners Association and its representatives an annual maintenance fee assessment as hereinafter provided regardless of time of possession or period of ownership of a Lot or Lots within the Travis Landing Subdivision. Failure on the part of any property owner of any Lot within the Travis Landing Subdivision to pay the annual maintenance fee shall result in the Travis Landing Property Owners Association filing a lien upon said property owner and Lot or Lots for which the annual maintenance fee was not paid. The annual maintenance fee assessment, together with mandatory late fees, costs, and reasonable attorney's fees shall run with the land and be a charge and a continuing lien upon the property assessed against each Lot in Travis Landing Subdivision. Each assessment together with mandatory late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the said property owner identified on the lien.

Maintenance fee assessments are established at the annual meeting as set forth in the Travis Landing Property Owners Association By-laws. Notice of the maintenance fee assessment is mailed to each property owner within the Travis Landing Subdivision following the annual meeting. These fees are due within a reasonable timeframe of ninety (90) days from the annual meeting date. Maintenance fee assessments not paid by any Travis Landing Subdivision property owner within the subject timeframe of ninety (90) days from the date of the annual meeting shall incur a mandatory late fee of one-hundred percent (100%) of amount due in addition to the maintenance fee assessment owed. The Travis Landing Property Owners Association shall file a lien against the property owner personally and/or to foreclose, either judicially or non-judicially, a lien against the property for which required maintenance assessment fee or fees and mandatory late fee or fees are owed past, present or future. Such liens shall be filed one (1) year after the due date. No property owner of any Lot within the Travis

Landing Subdivision is exempt from paying the annual maintenance fee assessment, regardless of the owner's use or nonuse of the Lot within the Travis Landing Subdivision or of the owner's use or nonuse of the common areas of the Travis Landing Subdivision. No owner of any Lot within the Travis Landing Subdivision is exempt from paying the annual maintenance fee assessment and mandatory late fee if payment of said maintenance fee assessment is not paid within the ninety (90) day timeframe regardless of the owner's use or nonuse of any Lot or of the common areas within the Travis Landing Subdivision. The sale or transfer of any Lot within the Travis Landing Subdivision by any property owner shall not affect the maintenance fee assessment lien and any and/or all such liens shall run congruent with the property.

PART C. RESIDENTIAL AREA COVENANTS

1. **NUISANCES.** No noxious or offensive activity shall be allowed upon any Lot within the Travis Landing Subdivision that is or may become an annoyance or nuisance to the subdivision. No trash, debris, working or non-working appliances, junk vehicles, abandoned vehicles or heavy construction vehicles and/or equipment of any type may be kept on any Lot within Travis Landing Subdivision. Any activity or behavior found to violate local, city, county, state or federal regulations shall be dealt with in accordance with the remedies allowed under the law.
2. **TEMPORARY STRUCTURES.** No structure of a temporary character, including but not limited to, a mobile home, motor home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot within the Travis Landing Subdivision at any time as a residence being either temporary or permanent.
3. **SIGNS.** No signs of any kind shall be displayed in public view on any Lot within the Travis Landing Subdivision with the following exceptions: one sign of not more than five square feet advertising the property for sale or rent; a sign used by a builder to advertise the property during construction and sales period of the property; a political candidate and/or ballot item signage. Sign postage and use thereof pertaining to political candidate and/or ballot items must adhere and be pursuant to Texas State Law.
4. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot within the Travis Landing Subdivision nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot within the Travis Landing Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any Lot within the Travis Landing Subdivision.
5. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within Travis Landing Subdivision, except for dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purposes.
6. **GARBAGE AND REFUSE DISPOSAL.** No Lot within Travis Landing Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such waste shall not be kept except in sanitary containers. All equipment for the storage of such waste material shall be kept in a clean and sanitary condition. No burning of rubbish, trash, garbage or other waste, other than cooking fires, shall be permitted in the common areas. The Travis Landing Property Owners Association may from time to time conduct a burn day in the common areas in which the Travis Landing Property Owners Association will burn trimmings from common area cleanups and tree maintenance. These burn days shall be by Travis Landing

Property Owners Association directive only. All refuse resulting from construction or Lot maintenance must be disposed of properly from each Lot.

7. **RESIDENTIAL PURPOSES.** All Lots within Travis Landing Subdivision other than those Lots designated as common areas shall be used for residential purposes only. All Lots including common areas shall not be used for access to property outside of the Travis Landing Subdivision.
8. **PROPERTY TRANSFER FEE.** A one-hundred dollar (\$100) Property Transfer Fee shall be assessed by the Travis Landing Property Owners Association. This fee is assessed for any Lot sale or deed transfer and paid at the time of closing or deed transfer.
9. **NO REPLATTING.** No Lots within Travis Landing Subdivision shall be re-platted without the written consent of the Association.

PART D. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee (the "Committee") shall be composed for four (4) property owners selected by the Board of Directors of the Travis Landing Property Owners Association. The chairman of the Committee shall be selected by the Committee and shall serve until a successor is chosen. The Committee members shall serve until a Committee member resigns or is replaced by the Board of Directors of the Travis Landing Property Owners Association. Committee members shall not be entitled to any compensation for their services. The Committee shall enforce all Travis Landing Property Owners Subdivision Deed Restrictions herein except Part B pertaining to maintenance assessment fees, which shall be enforced by the Board of Directors of the Travis Landing Property Owners Association. The Committee shall also approve or disapprove all plans, specifications, and improvements as provided in Part E and any applicable addendum herein. In the event the Committee fails to approve or disapprove any plans, specifications or location of structures within thirty (30) days after said plans and specifications have been submitted to the Committee, and if no suit to enjoin the contemplated construction has been commenced prior to the completion of said construction, then the Committee's approval will not be required and this covenant will be deemed to have been fully complied with. Committee decisions may be appealed to the Board of Directors of the Travis Landing Property Owners Association. In addition, any building variance requests will be made through the Committee with final approval being granted only by the Board of Directors of the Travis Landing Property Owners Association. There will be no further review of any action of the Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee be subject to any suit by anyone for damages.

PART E. ARCHITECTURAL BUILDING COVENANTS AND LAND USE

1. **LAND USE AND BUILDING TYPE.** No Lot within the Travis Landing Subdivision shall have more than one (1) primary dwelling, one (1) detached garage building and one (1) detached storage building. Any dwelling erected on any Lot within the Travis Landing Subdivision shall be no greater than one story in height, except on those Lots that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under such dwelling, a garage or other rooms may be built under such dwelling; it being understood that at the highest point of the natural Lot under the dwelling foundation, the floor line shall be not more than two and one half (2 ½) feet above the ground, and further that the roof shall be no higher at any point than that over the one story portion of the dwelling.

The term “one story” as used herein shall be a height not to exceed eighteen (18) feet at the ridge line from the highest point of the natural Lot under the house foundation excluding the chimney(s). Notwithstanding the above, dwellings of two stories in height may be erected on Lots 1 through 14 in Block A, Lots 1 through 16 in Block H and Lots 18 through 36 in Block I. The term “two stories” as used herein shall be a height of not more than thirty-five (35) feet at the ridge line from the highest point of the natural Lot under the dwelling to the highest point of the dwelling foundation excluding the chimney(s). All residences erected shall be single family dwellings. All dwellings erected shall be masonry and the masonry shall extend from the base of the foundation to the living space. The combined area of exterior walls of the dwelling shall be a minimum of at least fifty percent (50%) masonry. Masonry is defined for these building requirements as rock, stone, brick or stucco.

1. A. LAND USE AND BUILDING TYPE FOR LOTS AFFECTED BY FLOOD PLAIN LEVEL CHANGES.

Any dwelling erected on a Lot affected by flood plain level changes shall be able to increase the rise of the Lot to any mandated flood plain level by the following methods:

- The rise can be earth in order to raise the floor level to meet all codes with regards to flood plain issues. The concrete foundation would be poured upon said earth. Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) in accordance with the construction of a “one story” dwelling which states the flood plain height shall not exceed sixteen (16) feet at the ridge line from highest point of the said concrete foundation would then be in effect.
- The rise can be concrete in order to raise the floor level to meet all codes with regards to flood plain issues. The foundation would then follow Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) the term “one story” as used herein under this option shall be a flood plain height that shall not exceed sixteen (16) feet at the ridge line from highest point of the said concrete foundation. The concrete used in the rise must be covered with either a) earth and landscaping up to one (1) foot of the floor line of the dwelling, or b) masonry to match the exterior of the dwelling.
- In Lots, that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under the dwelling, may choose to remove some earth to make room for a storage area under the proposed dwelling; which must meet code in the flood plain. The start of the dwelling base living floor plan would only be allowed the rise to meet the flood plain issue, and the dwelling would follow Part E Architectural Building Covenants and Land Use Section 1, Paragraph Two (2). The term “one story” as used herein under this option shall be a flood plain height that shall not exceed sixteen (16) feet at the ridge line from highest point of the said base floor foundation. The covering of the storage area will be masonry to match the exterior of the dwelling utilizing hydrostatic doors to meet regulatory guidelines on solid walls in a flood water environment – no lattice or fence type covering will be accepted.

Any “two-story” dwelling erected on an outside Lot affected by flood plain level changes shall be able to increase the rise of the Lot to any mandated flood plain level by the following methods (provided construction of the dwelling does not block any other property owner’s view, is eligible for two-story construction under the deed restrictions, and meets all local, state, and federal code and regulations which state their property must be raised out of the flood plain):

- The rise can be earth in order to raise the floor level to meet all codes with regards to flood plain issues. The concrete foundation would be poured upon said earth. Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) in accordance with the construction of a “two story” dwelling which states the height shall not be more than thirty-five (35) feet at the ridge line from the said concrete foundation would then be in effect.
- The rise can be concrete in order to raise the floor level to meet all codes with regards to flood plain issues. The foundation would then follow Part E Architectural Building Covenants and Land Use Section 1 Paragraph Two (2) the term “two story” as used herein under this option shall be a height of not more than thirty-five (35) feet at the ridge line from the said concrete foundation. The concrete used in the rise must be covered with either a) earth and landscaping up to one (1) foot of the floor line of the dwelling, or b) masonry to match the exterior of the dwelling.
- In Lots, that have a slope of eight percent (8%) or more from the highest point under the proposed dwelling to the lowest point under the dwelling, may choose to remove some earth to make room for a storage area under the proposed dwelling; which must meet code in the flood plain. The start of the dwelling base living floor plan would only be allowed the rise to meet the flood plain issue, and the dwelling would follow Part E Architectural Building Covenants and Land Use Section 1, Paragraph Two (2). The term “two story” as used herein under this option shall be a height of not more than thirty-five (35) feet at the ridge line from the said base floor foundation. The covering of the storage area will be masonry to match the exterior of the dwelling utilizing hydrostatic doors to meet regulatory guidelines on solid walls in a flood water environment – no lattice or fence type covering will be accepted.

Notwithstanding anything else to the contrary, construction in the 100-year flood plain of Lake Travis may have a height no higher than fifteen (15) feet above the minimum elevation for the living space floor as required by the Travis County Building Code and regulations.

Addendum 1 of these deed restrictions entitled Drawings/Diagrams for Building Plans provides a detailed depiction of the required building plans that are to be submitted to the Architectural Control Committee prior to the commencement of any type of construction on any Lot within the Travis Landing Subdivision.

2. **ARCHITECTURAL CONTROL.** No dwellings, detached sheds, or detached garages shall be erected, placed or altered on any Lot within Travis Landing Subdivision until the construction plans and specifications and a plan showing the location of the proposed structure have been approved by the Architectural Control Committee (the “Committee”). The quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation must all be submitted and approved by the Committee prior to construction. All dwellings, buildings, detached sheds or detached garages shall be placed on slab foundations or pier and beams as conventionally understood. No fence or wall shall be erected, placed, or altered on any Lot within Travis Landing Subdivision until the design has been approved by the Committee.
3. **DWELLING SIZE.** Any dwelling erected on any Lot within Travis Landing Subdivision in any block shall contain not less than eleven hundred (1100) square feet of HVAC floor space exclusive of basements, porches, carports, and garages.

4. **BUILDING LOCATION.** No dwelling shall be located on any Lot nearer than twenty (20) feet to the front Lot line, or nearer than twenty-five (25) feet to any rear Lot line, or nearer than ten (10) feet to any side street or side interior Lot line, excepting that detached garages, detached sheds or outbuildings shall be no nearer than five (5) feet from any side street or side interior Lot line or rear Lot line. The term front Lot line” shall be defined herein as the Lot line adjacent to the street. An owner of two or more Lots which are adjacent to one another may erect a dwelling, detached garage, detached shed, or outbuilding thereon without regard to the side Lot lines, save and except the side Lot lines on the outer boundary of the adjoining owned tracts of land.
5. **LOT AREA AND WIDTH.** No dwelling, detached garage or detached shed shall be placed or erected on any tract of land or re-subdivided Lot smaller than the Lots, as subdivided and shown on the recorded plat of Travis Landing Subdivision.
6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. **PERIOD OF CONSTRUCTION.** All new construction including but not limited to dwellings, detached building, detached garages, detached sheds, property improvements, remodeling or renovation must be completed within one (1) year from the date of breaking ground or the start of property improvements, remodeling or renovation. Failure to meet the construction completion date due to unforeseen circumstances or circumstances beyond the control of the owner shall submit notice to the Architectural Control Committee and the Travis Landing Property Owners Association informing each of the reasons behind the untimely completion date and request for a building extension. Extensions for construction completion shall be and subject to Travis Landing Property Owners Association approval. Each construction site shall have a refuse or construction container present. Each construction site shall be maintained in a clean manner and all refuse shall be placed in the designated refuse container. Uncontained refuse piles shall not be permitted. No construction on any Lot within Travis Landing Subdivision shall commence unless all proposed construction plans have been approved by all regulatory agencies and such approval notices are posted at the construction site.
8. **FILLING.** No more than six (6) cubic yards of fill may be placed or spread upon any Lot within Travis Landing Subdivision unless approved by the Architectural Control Committee.

PART F. GENERAL PROVISIONS

1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded. These said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is brought forth and signed by a majority of the owners of Lots within the Travis Landing Subdivision and recorded stating property owners are in agreement to change said covenants in whole or in part.
2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant of these said deed restrictions. Any person or persons who is found to have violated or attempted to violate any covenant of these deed restrictions, the Travis Landing Property Owners Association shall reserve the right to injoin violation or continuing violations and to recover all associated damages, costs and interest from the responsible person or persons. The Travis Landing Property Owners Association shall in its name enforce these deed restrictions as herein provided by any proceedings at law or in equity.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions and shall remain in full force and effect for the duration of the said covenants.

4. **LIABILITY.** It is stipulated that the Architectural Control Committee and the Travis Landing Property Owners Association shall not be liable for the failure of any purchaser of any of Travis Landing Subdivision property, or any other person, to observe or comply with said restrictions, conditions, or provisions or any of them, nor shall they be liable or responsible for any breach or violation thereof by any other person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with same. The above named Committee and Association do not now have, nor shall they have, or their successors or assignees, be charged with or ever have any financial liability, duty or obligation to do or refrain from doing or to perform or refrain from performing, any act or service or thing of any kind which they are in these deed restrictions given the option or privilege to do or to refrain from doing in their official capacity.

5. **EFFECTIVE DATE.** This Declaration is effective as of the date of its recording in the real estate records of Travis County, Texas.

EXECUTED this 11th day of August, 2008.

TRAVIS LANDING PROPERTY OWNERS, INC.

By J. Patrick Johnston
Name: J. Patrick Johnston
Title: President

ATTEST:

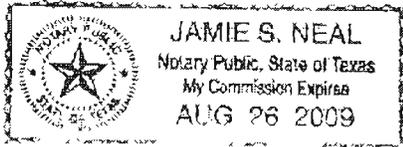
By: [Signature]
Name: Cara Farnsworth
Title: Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)

This instrument was acknowledged before me on August 11, 2008,
2008, by Patrick Johnston, as authorized
representative on behalf of TRAVIS LANDING PROPERTY OWNERS, INC., a Texas non-
profit corporation.

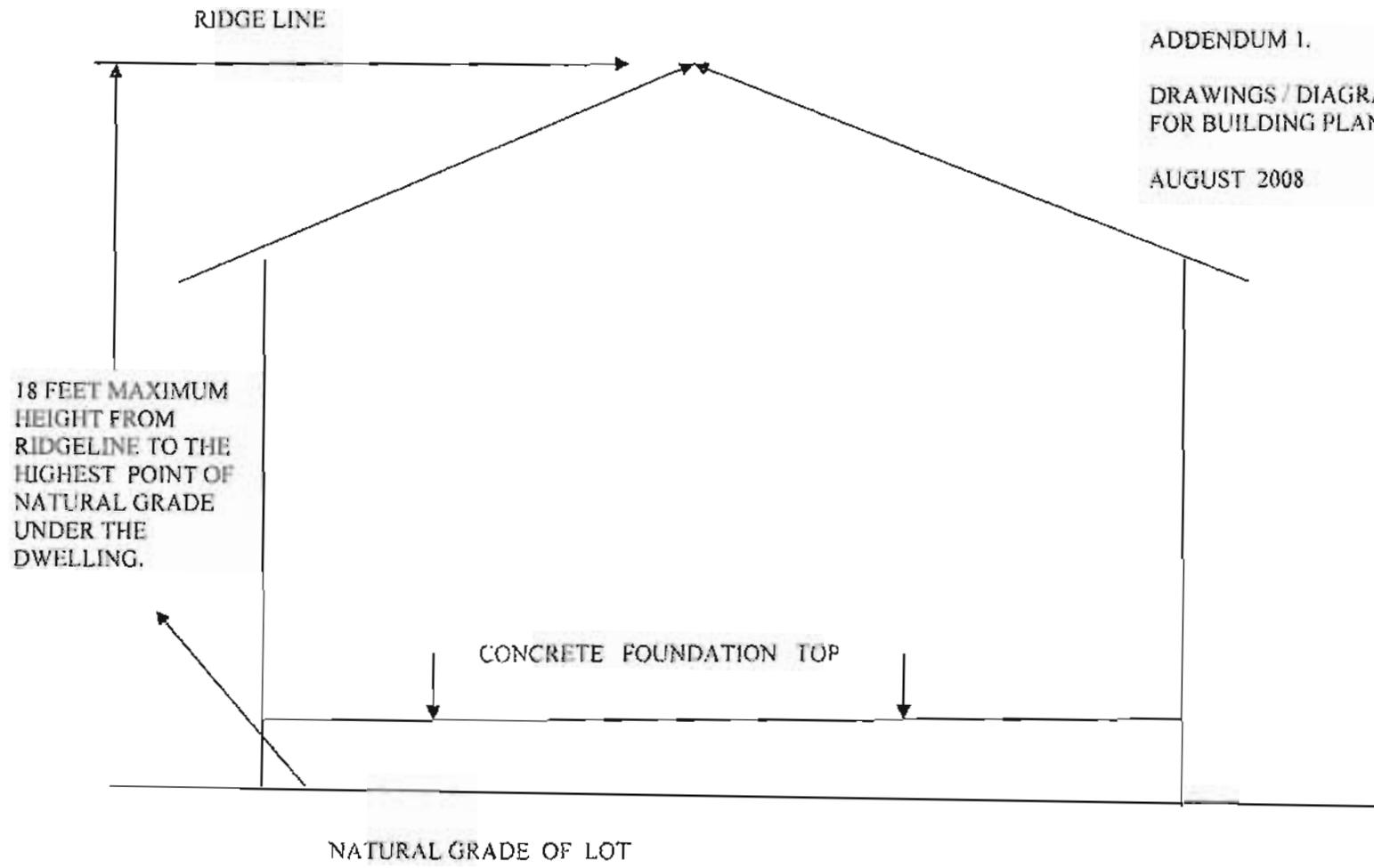


Jamie S. Neal
NOTARY PUBLIC, STATE OF TEXAS

Return:
Travis Landing Property Owners Association
P. O. Box 340457
Austin, Texas 78734

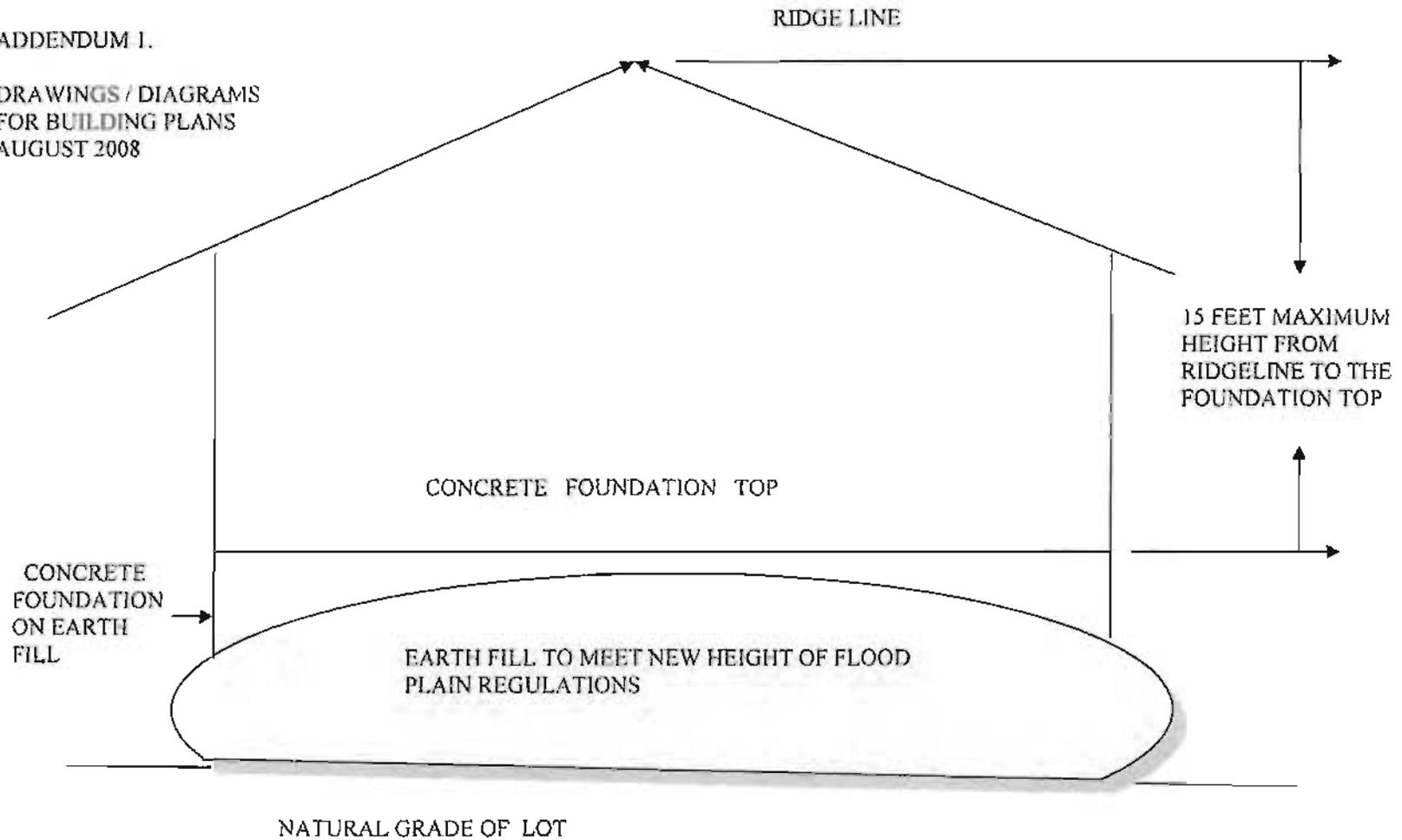
Top

ADDENDUM 1.
DRAWINGS / DIAGRAMS
FOR BUILDING PLANS
AUGUST 2008



ADDENDUM 1.

DRAWINGS / DIAGRAMS
FOR BUILDING PLANS
AUGUST 2008



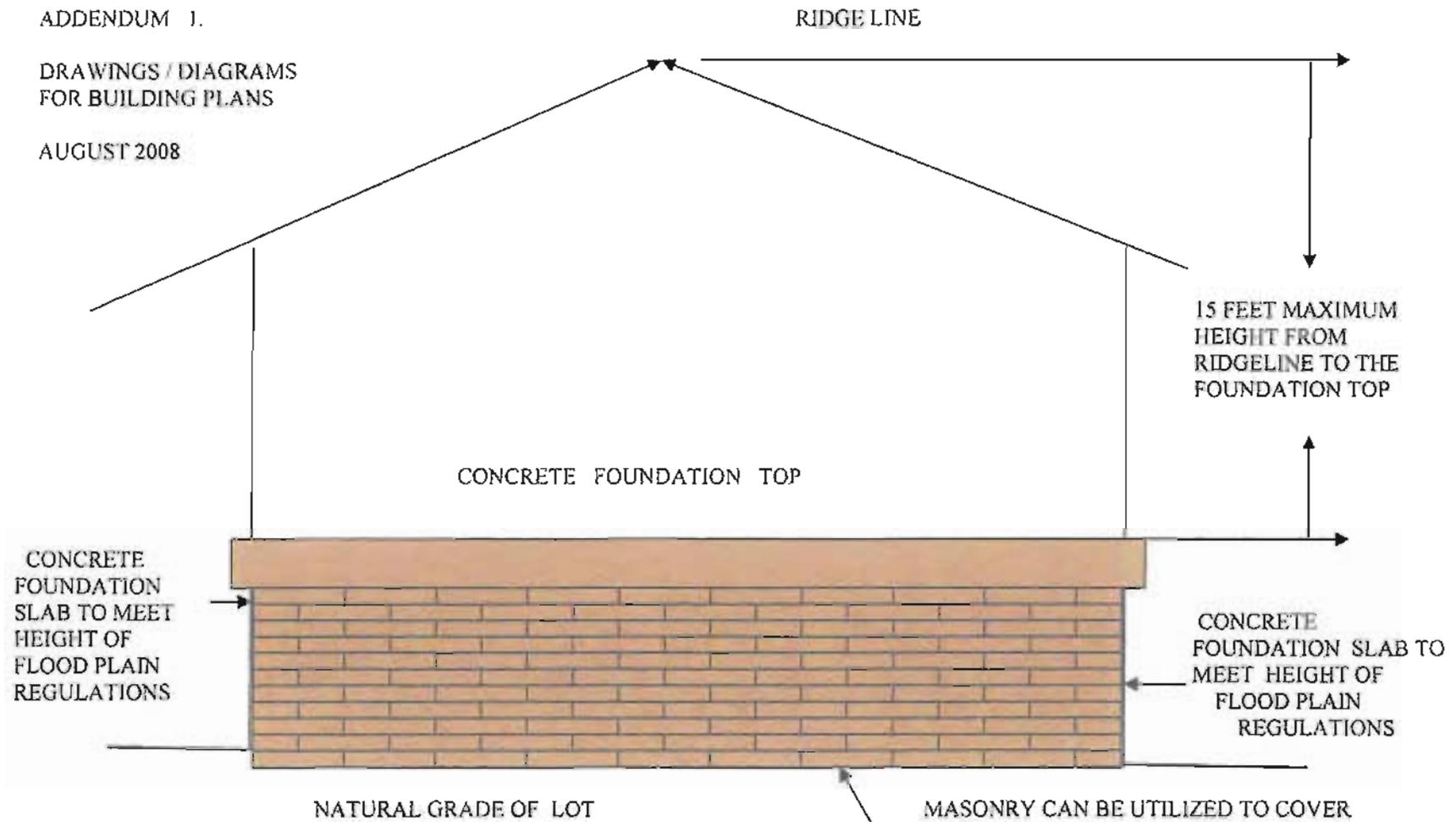
EARTH AS THE FILLER TO MEET THE FLOOD PLAIN REGULATIONS:

CONCRETE FOUNDATION ON EARTH FILL BROUGHT IN TO MEET THE FLOOD PLAIN REGULATIONS.

ADDENDUM 1.

DRAWINGS / DIAGRAMS
FOR BUILDING PLANS

AUGUST 2008



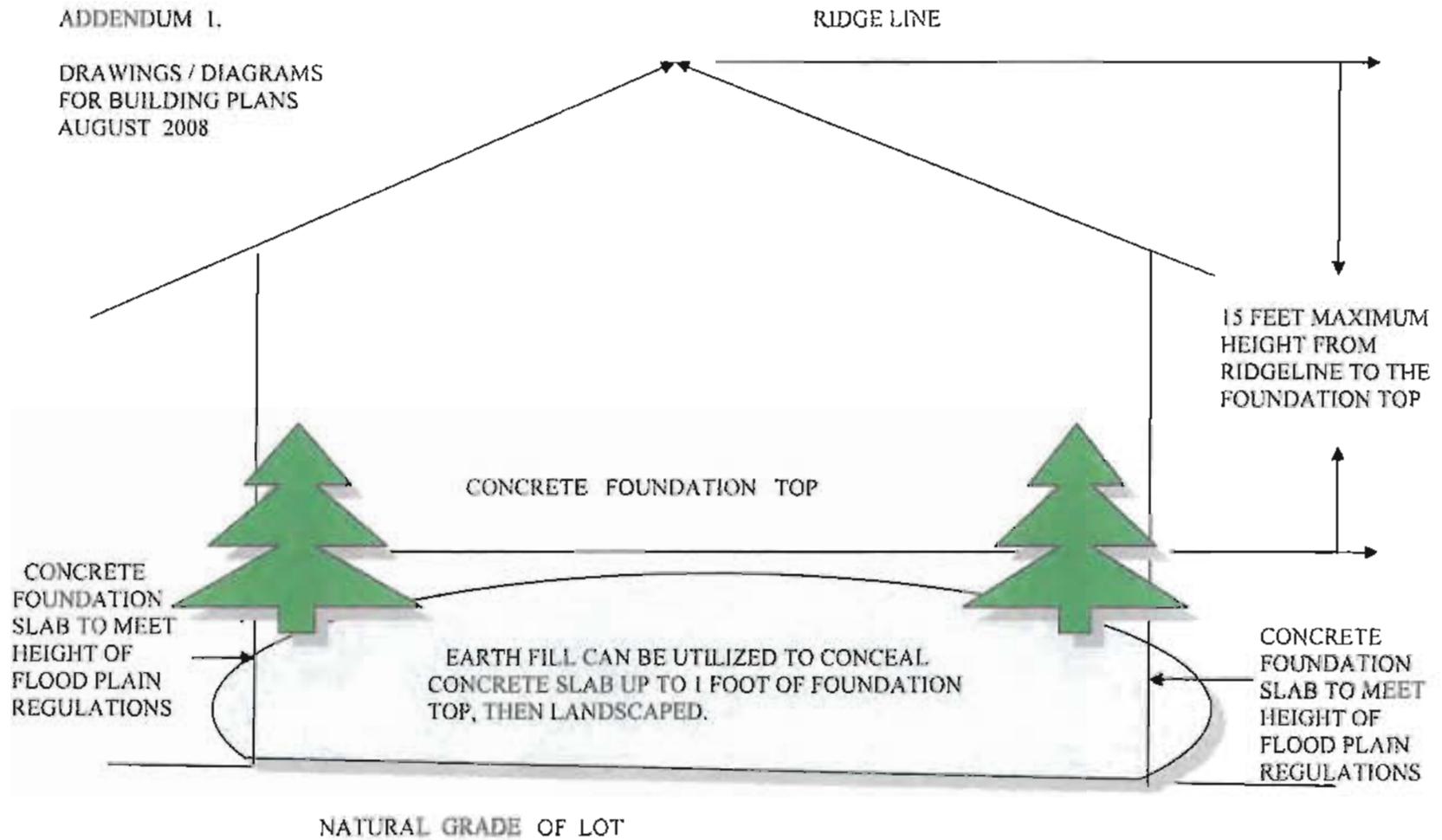
CONCRETE AS THE FILLER TO MEET FLOOD PLAIN REGULATIONS:

CONCRETE ON THE NATURAL GRADE OF LOT TO MEET FLOOD PLAIN HEIGHT REGULATIONS, THEN MASONRY APPLIED TO COVER CONCRETE AND MATCH THE REST OF THE MASONRY ON THE DWELLING TO MEET GUIDELINES.

MASONRY CAN BE UTILIZED TO COVER THE CONCRETE SLAB MATCHING THE EXTERIOR MASONRY OF THE DWELLING. SEE RESTRICTIONS FOR DEFINITION OF MASONRY.

ADDENDUM 1.

DRAWINGS / DIAGRAMS
FOR BUILDING PLANS
AUGUST 2008



CONCRETE AS THE FILLER TO MEET FLOOD PLAIN REGULATIONS:

CONCRETE ON NATURAL GRADE OF LOT TO MEET FLOOD PLAIN HEIGHT REGULATIONS, THEN EARTH BACK FILLED AGAINST THE CONCRETE WITH LANDSCAPING .

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Jan 20, 2021 10:06 AM Fee: \$295.75

2021012480

Electronically Recorded

AFTER RECORDING RETURN TO:
ADAM PUGH, ESQ.
CAGLE PUGH
4301 WESTBANK DR., BLDG. A, STE. 150
AUSTIN, TEXAS 78746

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR TRAVIS
LANDING, TRAVIS COUNTY, TEXAS**

A Residential Subdivision in Travis County, Texas

Cross Reference to Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas recorded as Document Number 2008136732 of the Official Public Records of Travis County, Texas.

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FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR TRAVIS LANDING, TRAVIS COUNTY, TEXAS

This First Amendment to Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas (the "Amendment") is made by Travis Landing Property Owners, Inc. (the "Association"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, Travis Landing, a residential subdivision (the "Subdivision") was established and is governed by that certain Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas recorded as Document Number 2008136732 of the Official Public Records of Travis County, Texas (the "Declaration");

B. WHEREAS, Part A of the Declaration creates certain restrictions regarding the residential nature of the Subdivision;

C. WHEREAS, the Association wishes to amend and supplement Part A of the Declaration to create restrictions on rental properties;

D. WHEREAS, Part F, Section 1 of the Declaration states that the Declaration may be amended by a recorded instrument signed by a majority of the owners of the Lots within the Subdivision.

NOW THEREFORE, the Association hereby amends and modifies the Declaration as follows:

1. **Amendment and Supplementation of Part A.** Part A of the Declaration is hereby amended and supplemented with the following section:

"Part A, Section 5 - RENTAL PROPERTY. An owner may rent or lease his or her property to a Tenant for no less than 30 consecutive days. Tenants of any rental property within Travis Landing Subdivision will be held accountable for abiding by all covenants contained within the Deed Restrictions. Notwithstanding, the Property Owner shall be ultimately responsible for ensuring the Tenant complies with all covenants, conditions and restrictions of Travis Landing."

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein will have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written and are hereby ratified and confirmed.

(Signature Page Follows)

Executed on this 18th day of January, 2021.

CERTIFICATE OF ADOPTION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

The undersigned, Greg di Donato, qualified and acting President of Travis Landing Property Owners Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the First Amendment to Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas was approved by a majority of lot owners in the Subdivision. The signatures of these lot owners approving this amendment are attached hereto.

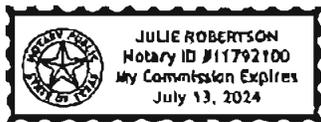
IN WITNESS WHEREOF, the undersigned has executed this certificate as President on behalf of the Association on the 18th day of January, 2021.

By: 
Name: Greg di Donato
Title: TLPOA President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of January, 2021, by Greg di Donato, President of Travis Landing Property Owners Inc., on behalf of said non-profit corporation.


Notary Public Signature





Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 22, 2026 11:09 AM Fee: \$41.00

2026007221

Electronically Recorded

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746

**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
TRAVIS LANDING, TRAVIS COUNTY TEXAS**

A Residential Subdivision in Travis County, Texas

Cross Reference to that certain Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2008136732 of the Official Public records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2021012480 of the Official Public records of Travis County, Texas.

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**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS FOR TRAVIS LANDING, TRAVIS COUNTY TEXAS**

This Second Amendment to Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas (the "Amendment") is made by Travis Landing Property Owners, Inc. (the "Association"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, Travis Landing, a residential subdivision (the "Subdivision") was established and is governed by that certain Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2008136732 of the Official Public records of Travis County, Texas, as amended by that certain First Amendment to Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2021012480 of the Official Public records of Travis County, Texas (collectively the "Declaration");

B. WHEREAS, the Declaration establishes the Association as a property owners association and makes the owners of any portion of the Property mandatory members of such property owners association;

C. WHEREAS, Part F, Section 1 of the Declaration states that the Declaration may be amended by a recorded instrument approved by a majority of the Owners of the Lots within the Subdivision;

D. WHEREAS, the Association now desires to amend the Declaration as further provided herein;

NOW THEREFORE, Association hereby amends and modifies the Declaration as follows:

1. Part A, Section 2 of the Declaration is hereby deleted in its entirety and wholly replaced as follows:

2. LOTS C22 and C23. In the Travis Landing Subdivision, Lots C22 and C23 are reserved for subdivision property owners and otherwise known as common areas. The usage and maintenance of Lots C22 and C23 are governed by the Park Rules and Regulations enacted, accompanied by, and set forth by the Travis Landing Property Owners Bylaws, enforced by the Travis Landing Property Owners Association and will be adhered to by all property owners within Travis Landing Subdivision. Travis Landing Property Owners Association may at its discretion charge a nominal annual fee per boat or trailer stored within Lot C22. Annual rates shall be set by the Board of Directors of Travis Landing Property Owners Association. Such annual rate shall not exceed the amount of the annual maintenance fee.

2. Part A, Section 5 of the Declaration is hereby deleted in its entirety and wholly replaced as follows:

5. RENTAL PROPERTY. An owner may rent or lease his or her property to a Tenant for no less than thirty (30) consecutive days. Tenants of any rental property within Travis Landing Subdivision will be held accountable for abiding by all covenants contained within the Deed Restrictions. Notwithstanding, the Property Owner shall be ultimately responsible for ensuring the Tenant complies with all covenants, conditions and restrictions of Travis Landing. Property Owners who rent their property are required to provide Travis Landing Property Owners Association with information on the tenant(s), to include contact

information and the term of the lease within ten (10) days of the effective date of commencement of the lease. The Property Owner must make available to the lessee copies of the Deed Restrictions, Bylaws, and the Travis Landing Property Owners Association Rules. Single family properties may be rented or leased only in their entirety. No fraction or portion may be rented. There shall be no subleasing or subletting of the property or assignment of leases by the lessee unless prior written approval is received from the Board.

3. Part C, Section 1 of the Declaration is hereby deleted in its entirety and wholly replaced as follows:

1. NUISANCES. No noxious or offensive activity shall be allowed upon any Lot within the Travis Landing Subdivision that is or may become an annoyance or nuisance to the subdivision. No trash, debris, working or non-working appliances, junk vehicles, abandoned vehicles or heavy construction vehicles and/or equipment of any type may be kept on any Lot within Travis Landing Subdivision. Any activity or behavior found to violate local, city, county, state or federal regulations shall be dealt with in accordance with the remedies allowed under the law. A junk vehicle is a vehicle that is inoperable or without current registration. A junk vehicle includes a watercraft that is inoperable or without current registration.

4. Part C, Section 8 of the Declaration is hereby deleted in its entirety and wholly replaced as follows:

8. PROPERTY TRANSFER FEE. A two-hundred-dollar (\$200.00) Property Transfer Fee shall be assessed by the Travis Landing Property Owners Association. This fee is assessed for any Lot sale or deed transfer and paid at the time of closing or deed transfer.

5. Part F, Section 2 of the Declaration is hereby deleted in its entirety and wholly replaced as follows:

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant of these said deed restrictions. Any person or persons who is found to have violated or attempted to violate any covenant of these deed restrictions, the Travis Landing Property Owners Association shall reserve the right to enjoin violation or continuing violations and to recover all associated damages, costs and interest from the responsible person or persons. The Travis Landing Property Owners Association shall in its name enforce these deed restrictions as herein provided by any proceedings at law or in equity. The Travis Landing Property Owners Board may assess fines against an Owner for violations of the Deed Restrictions, Park Rules or Boat Storage Rules which have been committed to by an Owner, an occupant of the Owner's Lot, or the Owner or occupant's family, guests, contractors, or agents. The procedure for assessment of fines and damage charges shall be defined according to Texas Property Code requirements and includes notifications and hearings. The Board may adopt a schedule of fines not to exceed \$20.00 per day for the period in which the violation remains outstanding.

6. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this instrument, all other terms and provisions of the Declaration shall remain in full force and effect as written and are hereby ratified and confirmed.

7. **Effective Date.** This Amendment to the Declaration shall be effective upon its recording in the Official Public Records of Travis County, Texas.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATE OF ADOPTION

The undersigned, Greg di Donato, acting and qualified President of Travis Landing Property Owners, Inc., a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that this Second Amendment to Amended and Restated Declaration of Restrictions for Travis Landing, Travis County, Texas was approved by a majority of lot owners in the Subdivision.

IN WITNESS WHEREOF, the undersigned has executed this certificate as President of the Association on behalf of the Association on this 21 day of January, 2025 *MB*

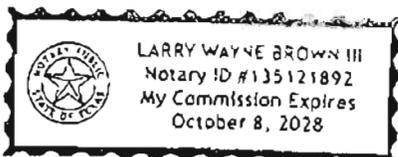
By: *Greg di Donato*
Name: Greg di Donato
Title: President TL P.O.A., Inc.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me this 21 day of January, 2025 by Greg di Donato, President of Travis Landing Property Owners Inc., on behalf of said nonprofit corporation.

[Notary Seal]

Larry Wayne Brown III
Notary Public, State of Texas





Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jan 22, 2026 11:09 AM Fee: \$49.00

2026007222

Electronically Recorded

**AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746**

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
TRAVIS LANDING PROPERTY OWNERS, INC.
ADOPTION OF FINE AND ENFORCEMENT POLICY**

Cross Reference to that certain Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2008136732 of the Official Public records of Travis County, Texas, as may be amended or supplemented.

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TRAVIS LANDING PROPERTY OWNERS, INC.

ADOPTION OF FINE AND ENFORCEMENT POLICY

WHEREAS, Travis Landing Property Owners, Inc. (hereinafter the "Association") is a property owners association established and governed by that certain Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2008136732 of the Official Public records of Travis County, Texas, as may be amended or supplemented (collectively the "Declaration"), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Part F, Section 2 of the Declaration authorizes the Board of Directors (the "Board") of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code ("Chapter 209 Enforcement Hearings");

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of the Declaration and other dedicatory instruments of the Association and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the "Policy") for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on Jan. 20, 2026.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" and for it to be recorded in the Official Public Records of Travis County, Texas.

Executed this the 21 day of January, 2026.

TRAVIS LANDING PROPERTY OWNERS, INC.

By: Margie New
Name: Margie New
Title: Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 21 day of January, 2026, by Margie New, Secretary of and for Travis Landing Property Owners, Inc., for the purposes therein expressed.

Larry Wayne Brown III
Notary Public, State of Texas

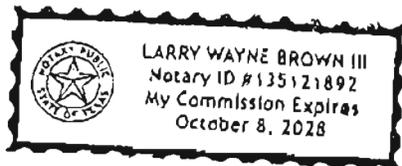


Exhibit "A"

TRAVIS LANDING PROPERTY OWNERS, INC.FINE AND ENFORCEMENT POLICY

1. Background. Travis Landing is a subdivision development (the "**Subdivision**") created by and subject to that certain Amended and Restated Declaration for Travis Landing, Travis County, Texas, recorded as Document No. 2008136732 of the Official Public records of Travis County, Texas, as may be amended or supplemented (collectively the "**Declaration**"). The operation of the Subdivision and enforcement of the Declaration is vested in Travis Landing Property Owners, Inc. (the "**Association**"), acting through its Board of Directors (the "**Board**").
2. Fining Authority. Pursuant to Part F, Section 2 of the Declaration, the Board may impose fines for any violation of the Declaration or any other dedicatory instrument of the Association (collectively, the "**Governing Documents**"), which shall include but not be limited to the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. Purpose. The Board hereby adopts this Fine and Enforcement Policy (the "**Policy**") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply to all categories of violations described herein and to violations of the Governing Documents for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. Policy. The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.
5. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, renters, lessees, tenants, or any occupants of the Owner's Lot ("**Occupants**"), and the relatives, guests, employees, and agents of the Owner and Occupants ("**Related Parties**"). Regardless of who commits the violation, the

Association will direct its communications regarding the violation to the Owner, although the Association may also send copies of its notices to an offending Occupant and/or Related Party.

6. **Notice of Fine.** Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the “**Notice of Fine**”) at the Owner’s last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association’s Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
 - A. describe the violation that is the basis for the fine;
 - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a “**Chapter 209 Enforcement Hearing**”) on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
 - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
 - D. be sent by verified mail to the Owner at the Owner’s last known address as shown on the Association’s records.
7. **Violations that are Uncurable or a Threat to Public Health or Safety.** If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 6, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 6, Subsections (B)(i) and (C) above. For purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action and a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
8. **Continuous and Repeat Violations.** If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that

warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

9. Due Date. Fines are due immediately if the violation is incurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. Chapter 209 Enforcement Hearings. Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
 - A. Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
 - B. Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

- C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.
- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the “Evidentiary Packet”). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board’s obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association’s managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.
- F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the Owner. The Owner (or the Owner's designated representative) may then present the Owner's information and issues relevant to the appeal or dispute.

An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.

G. **Ruling by the Board.** The Board’s ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. **Schedule of Fines.** The Board has adopted the following general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justify such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines.

A. **Fines For All Violations:**

<u>Violation:</u>	<u>Fine Amount:</u>
First Violation (Courtesy Notice)	\$0.00
Second Violation of same provision/rule	\$20.00 per day
Third Violation of same provision/rule	\$20.00 per day
All Subsequent Violations of same rule/provision (within 6 months of last preceding violation.	\$20.00 per day

12. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county’s official public records.



BY-LAWS OF TRAVIS LANDING PROPERTY OWNERS, INC.

ARTICLE I NAME

The name of this Corporation shall be TRAVIS LANDING PROPERTY OWNERS, INC.

ARTICLE II OBJECTS

The object of the Corporation is to create a Board of Directors. The property and affairs of the Corporation shall be managed and controlled by the Board of Directors. Subject to the restrictions imposed by law, the Articles of Incorporation or the By-Laws, the Board of Directors shall exercise all of the powers of the Corporation. All Board of Directors must be property owners. The Board of Directors objective is to protect the property owner's rights in the original Travis Landing subdivision as shown on that Plat recorded in Book 11, Page 35 of the Travis County Plat Records; to maintain and generally improve the appearance of the subdivision; to create rules and regulations regarding the use and maintenance of the common areas; and to draft and enforce deed restriction covenants.

ARTICLE III MEMBERSHIP

Every property owner within Travis Landing Subdivision as identified in Plat Book 11, Page 35 of the Travis County Plat Records shall be a member of the Corporation and allotted one vote per lot owned.

ARTICLE IV MAINTENANCE FEE

The property owners shall, at the annual meeting in May of each year, set the maintenance fee assessment for each lot to carry out the objects of the corporation as set forth above. The maintenance fee assessment shall be due and payable each year 90 days after the annual meeting date. Non-payment of the annual maintenance fee assessment is subject to penalty under the current deed restrictions.

ARTICLE V BOARD OF DIRECTORS - OFFICERS

The officers of the Board of Directors shall consist of a President, Vice-President, Secretary, Treasurer, and other such officers as may from time to time be chosen by the property owners by election at the annual meeting held in May and will serve a two-year term. Officers of the Board of Directors must be property owners within the Travis Landing Subdivision. The officers of the Board of Directors shall hold office until their successors are chosen. Any officer chosen or appointed may be removed either with or without cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors.

ARTICLE VI
PRESIDENT

The President shall be the Chief Executive Officer of the Board of Directors. It shall be the President's duty to preside at all meetings of the property owners and general meetings of the Board of Directors; to have general and active management of the business of the Corporation; to see that all orders and resolutions of the Board of Directors are carried into effect; to execute all contracts, agreements, and other obligations and instruments in the name of the Corporation. The President shall have general supervision and direction of all the officers and voting members of the Board of Directors and shall see that their duties are properly performed. The President is responsible for seeing that the property owners are informed of Board decisions, activities, and neighborhood events in a timely fashion. The property owner's newsletter shall be published a minimum of three times per year from May to May and drafted under the direction of the President. The President shall submit a year end report of the operations of the Corporation to the Board of Directors at their meeting preceding the annual meetings. The year-end report shall be read to the property owners at their annual meeting in May. The President shall be an ex officio member of all standing committees, except the Nominating Committee, and shall have the general duties and power of supervision and management usually vested in the office of President of a Corporation.

ARTICLE VII
VICE-PRESIDENT

The Vice-President shall be vested with all powers and required to perform all the duties of the President in the President's absence or disability and shall perform such other duties as may be prescribed by the Board of Directors.

ARTICLE VIII
PRESIDENT PRO TEM

In the absence or disability of the President and the Vice-President, the Board of Directors may appoint from amongst the remaining board members President pro tem.

ARTICLE IX
SECRETARY

The Secretary shall attend all meetings of the property owners and the Board of Directors. The Secretary shall act as clerk thereof and shall record all of the proceedings of such meetings in a book kept for historical purposes. The Secretary shall give proper notice of meetings to all property owners and Board of Directors and shall perform other duties as assigned by the President and the Board of Directors.

ARTICLE X
TREASURER

1. The Treasurer shall have custody of the funds and securities of the Corporation. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The President, Treasurer and Secretary shall be on the signature card of all depositories designated by the Board of Directors.
2. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or President, taking proper vouchers for such disbursements. The Treasurer shall render to the President and Board of Directors an account of all transactions as Treasurer and of the financial condition of the Corporation at each general meeting of the Board of Directors. The Treasurer shall submit a year-end report on the operations of the Corporation to the Board of Directors at their meeting preceding the annual meetings. The year-end report shall be read to the property owners at their annual meeting in May.
3. The Treasurer shall maintain a current list of property owners and their current addresses and shall inform the President and Secretary of any changes.
4. The Treasurer shall issue and sell numbered keys for park locks and maintain an accurate list of numbered keys issued. No more than two keys may be issued or sold to any property owner regardless of the number of lots owned.

ARTICLE XI

DUTIES OF THE BOARD OF DIRECTORS OFFICERS MAY BE DELEGATED

In the case of the absence or disability of any officer of the Board of Directors or for any other reason deemed sufficient by a majority of the Board, the Board of Directors may delegate powers or duties of such officer to any other officer or to any voting member of the Board of Directors for the time being.

ARTICLE XII

BOARD OF DIRECTORS – VOTING MEMBERS

1. The number of Board of Directors voting members shall be six (6), but that number may be decreased (providing the decrease does not shorten the term of any incumbent Director) from time to time by amending the By-Laws, provided the number of Board of Directors voting members shall never be less than four (4). The total number of Board of Directors shall be ten (10) – four (4) officers and six (6) voting members - with each Director having one vote. In addition, the elected Board of Directors may appoint one (1) non-voting member.
2. Vacancies to the Board of Directors voting members shall be filled by the affirmative vote of a majority of the Board of Directors though less than a quorum of the Board of Directors. Any appointed Board of Director voting member shall hold office for the unexpired term of the predecessor.

ARTICLE XIII

BOARD OF DIRECTORS – TERMS

1. The term of all members of the Board of Directors shall be two (2) years and at each annual meeting the property owners shall elect Directors as their terms expire. The term of any appointed nonvoting Director shall be one (1) year.
2. There is no term limit for any Board of Directors member.
3. The election of the Board of Directors shall be as provided in these By-Laws, at such election the property owners or their proxies may cast, in respect to each vacancy, one vote per lot owned. The names receiving the largest number of votes shall be elected.
4. At each election, there shall be two (2) Officer positions and three (3) Voting Member positions on the ballot. If for any reason the election of Voting Members is not equally divided over alternate years, then one or more Voting Member positions may be offered for a one-year term as an exception.
5. To assist continuity and ensure smooth transition between Officers, the President and Vice President shall be elected on alternate years, as shall the Treasurer and Secretary. If for any reason this does not happen a one-year term may be offered for any of the Officer positions to restore this balance.

ARTICLE XIV

POWER OF BOARD OF DIRECTORS

1. The Board of Directors shall have, in addition to such powers as are hereinafter expressly conferred on it, all such powers as may be exercised by the Corporation, subject to the provisions of the statutes, the Certificate of Incorporation, and the By-Laws.
2. The Board of Directors shall have power:
 - (a) To appoint agents, clerks, assistants, factors, employees, and to dismiss them at its discretion, to fix their duties and emoluments, to change them from time to time, and to require security as it may deem proper.
 - (b) To confer on any officer of the Board of Directors the power of selecting, discharging, or suspending such employees.
 - (c) To determine by whom and in what manner the Corporation's bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, or other documents shall be signed.

ARTICLE XV

MEETING OF THE BOARD OF DIRECTORS

1. After each annual election of the Board of Directors, the outgoing Board of Directors and the Board of Directors elect shall conduct a transition meeting for the purpose of organization, and the transaction of other business.
2. Regular meetings of the Board of Directors shall be held at such place and at such time as the Board of Directors may designate by resolution.
3. Special meetings of the Board of Directors may be called by the President on two (2) days' notice in writing or by email or on one (1) day notice by telephone to each Board of Director member and shall be called by the President in like manner on the written request of a majority of the Board of Directors.

4. A majority of the Board of Directors shall constitute a quorum.
5. A Board of Directors meeting may be held by telephone conference call.
6. Voting by electronic means shall be allowed.

ARTICLE XVI

MEETINGS

1. The annual meeting of the property owners for the election of the Board of Directors shall be held in May of each year at such place and at such time as the Board of Directors may designate by resolution. The property owners shall elect the Board of Directors by Ballot; each lot in the subdivision shall have one vote.
2. Special meetings of the property owners may be called at any time by the President and shall be called by the President or Secretary at the request in writing or by vote of a majority of the Board of Directors, or at the request in writing of property owners of record owning a total of twenty-five (25) lots in the subdivision. Special meetings of property owners shall be held at such time and place as shall be designated in the Notices or Waivers of Notice, or at the principal office of the Corporation on the date stated in the Notices or Waivers of Notice.
3. Notice of all meetings shall be mailed by the Secretary of the Board of Directors to each property owner at least ten (10) days before each annual meeting and at least ten (10) days before each special meeting of property owners. Notice of annual or special meetings of property owners which are to be held at any place not in the Travis Landing Subdivision, shall be given in writing to each property owner at least twenty (20) days before any such meeting.
4. Holders of at least 10% of the lots or twenty lots total in the subdivision and present in person or by proxy shall constitute a quorum at any property owners' meeting. Any vote may be by proxy, electronic means, or in person.
5. There shall be a minimum of three (3) social gatherings for the property owners per year in addition to the annual May meeting.

ARTICLE XVII

STANDING COMMITTEES

Any and all standing committees shall fall under the jurisdiction of the Board of Directors. The Board of Directors currently recognize the following standing committees:

1. **The Architectural Control Committee** shall consist of four (4) members and shall be selected by the Board of Directors. The chairman of the committee shall be selected at the first meeting of the committee and shall serve until a successor is chosen. The committee shall be responsible for enforcing Travis Landing deed restrictions as they pertain to the building covenants and approving all new construction, addition, and renovation plans and specifications, prior to construction. Variances requested by property owners are subject to the Board of Directors' approval.
2. **The Parks Committee** shall be chaired by a member of the Board of Directors. The Board of Directors shall appoint a minimum of six (6) property owners to serve on the park committee to assist in handling common area responsibilities. These responsibilities shall include general maintenance of common areas, tree care and management plan, boat storage, security, reservations, and future planning.
3. **The Recreation Committee** shall consist of one (1) member of the Board of Directors who shall serve as the chairman and shall appoint up to four (4) members to serve on the committee. The committee shall be responsible for the social activities of the Travis Landing Subdivision.
4. **The Technology Committee** shall consist of one (1) member of the Board of Directors who shall serve as the chairman and shall appoint up to four (4) members to serve on the committee. The committee shall be responsible for the Travis Landing website and other technological issues of the Travis Landing Subdivision.
5. **The Nominating Committee** shall consist of one (1) member of the Board of Directors who shall serve as the chairman and shall appoint up to three (3) members to serve on the committee. Members of the Nominating Committee shall serve a one (1) year term to commence prior to each annual meeting of the property owners and to serve from the close of that annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine are proper, but not less than the number of vacancies that are to be filled. All nominations must be made by the property owners of the Travis Landing Subdivision. Nominations shall be announced in the newsletter a minimum of twenty (20) days prior to the annual property owners' meeting. Nominations shall always be accepted at the annual property owners' meeting.

ARTICLE XVIII
PARLIAMENTARY AUTHORITY

The rules contained in “Roberts Rules of Order, Newly Revised” shall govern the Corporation in all cases where they are applicable and in which they are not inconsistent with these By-Laws.

ARTICLE XIV
AMENDMENTS OF BY-LAWS

These By-Laws may be amended, at any regular meeting by the property owners or at any special meeting called for that purpose, by affirmative vote of a majority of the property owners casting a vote, as the case may be.

BY-LAWS AMENDED May 3, 2025

TRAVIS LANDING OFFICIAL PARK RULES AND REGULATIONS FOR BOTH PARKS

1. TLPOA Park Properties are for the use of property owners, their families and accompanied guests and renters. Property owners will be held responsible for their guest's conduct. Guests and renters involved in disorderly conduct, destruction of park property, intoxication, or assaults, may be removed from the park by law enforcement, issued a criminal trespass and banned from the park.
2. No commercial business of any type may be conducted in the park without prior Board approval.
3. Property owners, renters and guests must keep their pets under control at all times. (Under Control means that the pet must be on a leash or otherwise restrained from approaching within 50 feet of another park visitor. Violators should be reported to the Board. After 3 complaints, a pet may be banned from the park.) Any dog entering the park must wear a collar with name tag and an up-to-date rabies vaccination tag; dog owners must carry a leash. Property owners, renters and guests will be held responsible for the actions of their pets.
4. Property owners, renters and guests are responsible for their own cleanup.
5. No dumping of ANY kind is permitted in the park unless authorized by the Board. The trash receptacles in the park are for park generated trash, not household garbage.
6. The speed limit in the park is 10 mph. All vehicles should remain on established roads. Destructive driving, such as "donuts" or "spinouts" are not allowed anywhere in the park, and violators are subject to ejection and banning from the park. Damage that requires repair will be the financial responsibility of the property owner. This includes damage committed by renters and guests.
7. As the lake recedes, the beach property will be treated as TLPOA park property, and all rules and regulations apply to that extended property.
8. Motor vehicle access to the park is to be through the security gates only. The park gates must be locked after use and not left open.
9. No animals may be buried in the park.
10. All overnight campers shall register at least 24 hours in advance following instructions provided at <https://www.tlpoa.org/reservations.php>.
11. Long-term camping (more than one week) must have special permission.
12. Groups of 20 or more people must register at least one week in advance following the instructions at <https://www.tlpoa.org/reservations.php>. Depending on the event, gate security may be required from the property owner.
13. Excessive noise, which is a nuisance to park users or neighborhood homes, is prohibited in the park.
14. Camping equipment must be removed from the park after each stay. Equipment left in the park for more than 48 hours will be considered abandoned and will be disposed of.
15. All persons in the park will remain clear of the boat ramp while swimming or playing. The boat ramp is exclusively reserved for the launching and recovery of boats.
16. All parties participating in powerboating, motorboating and jet skiing will remain a minimum of 75 feet offshore except when launching, recovering or beaching watercraft.

Effective June 20, 2023

17. Parties for individuals under the age of 21 must be attended by an adult property owner for the entire length of the party, Underage consumption of alcoholic beverages is not allowed in the park.
18. Discharge of an air powered or firearm is prohibited without prior approval of a TLPOA Board Member.
19. Boat and trailer storage is available to TLPOA property owners and renters. Boats and trailers may only be stored in designated areas along the fence at the north end of the park. Registration is required. See: https://www.tlpoa.org/editor_upload/File/Official%20Documents/TLPOA_BoatTrailer_Storage_Rules.pdf
20. Park maintenance (including tree trimming and mowing) is by Board directive only. Property owners may not perform any maintenance in either park without prior approval from the Board. No buildings, lawn ornaments or other structures may be placed in either park. With prior approval, property owners that border the park may mow an area up to 30' into the park.
21. Campfires must be confined to dedicated fire rings at designated campsites. When the lake is low, campfires on the peninsula are allowed. All fires must be extinguished immediately after use.
22. Park Keys are for the use of property owners and their families and renters and may not be duplicated, sold, loaned, or given to anyone else. TLPOA reserves the right to retrieve park keys from non-property owners.
23. The TLPOA and its officers and directors assume no responsibility for personal injuries or property while in or stored in the park including but not limited to theft, loss, or vandalism.
24. An abbreviated copy of these park rules shall be posted near the park entrance.

Effective June 20, 2023

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TLPOA Park Boat/Trailer Storage Rules

Storage of boats, boat trailers and utility trailers in the Travis Landing Park is a privilege available exclusively to Travis Landing property owners. Renters of properties under a lease agreement with a Travis Landing property owner will be extended this privilege provided the property owner is in agreement.

The property owner or renter storing an allowed item in the park must agree to comply with all park storage rules. If the TLPOA Board of Directors determines that an owner or renter storing an item in the park is not following storage rules and/or if the item does not meet the standards defined in these rules, it must be removed from the park within seven (7) days of receiving written notification via certified mail from the TLPOA Board.

1. The term "boat" refers to watercraft including powerboats, sailboats, fishing boats, row boats, jet skis, canoes and kayaks. Powerboats, sailboats, fishing boats, row boats and jet skis must be stored on a boat trailer. Only boats 25' or less in length may be stored in the park.
2. Utility trailers with beds of 18' or less may be considered for storage if there is availability. If availability becomes limited, owners of utility trailers will be asked to remove them from the park boat storage to make room for boats or boat trailers. RV's, campers, motorized vehicles, enclosed trailers, or other non-water craft may not be stored in the park.
3. Any allowed item stored in the park must be the property of the Travis Landing property owner, or renter of a property in Travis Landing, applying for a storage space in the park.
4. Applications to store boats, boat trailers or utility trailers in the TLPOA Park must be made to the Travis Landing Property Owners Association using this form which can be found on-line at <https://www.tlpoa.org/requestmanager.php?view=usersubmit&cat=2>. You must be logged in to complete the form.
 - a. Once a registration form has been submitted, a representative of the Park Committee will contact the owner to inspect the boat and trailer to verify compliance with boat storage rules.
 - b. Boats and trailers not in compliance with written rules will not be allowed to be stored in the park.
 - c. Upon confirmation that the items to be stored are in compliance with park rules, a storage space will be assigned to the owner. Whenever possible, the boat owner will be given a list of available storage spaces from which to choose.
5. Boats, boat trailers and utility trailers stored in the park must, if applicable:
 - a. Have State of Texas registrations including a current Texas Parks and Wildlife Department TX registration number and sticker on boats, and Texas license plates.
 - b. Be in good operating condition and seaworthy.
 - c. Be in good physical condition and have a maintained appearance.
 - d. Be free of trash and debris and must be either covered to repel rain water or capable of draining rain water.

6. Property owners are entitled to one slip per lot based on availability. If demand is low, the TLPOA Board can extend the amount to as many as 3 slips per lot per property owner. If demand is high, the TLPOA Board will notify property owners with multiple slips that they will be limited to 1 slip per lot and items stored in excess slips must be removed from the park within 2 weeks.
7. Boat trailers must be empty or used for boat storage only.
8. Only boats or trailers properly registered with the Travis Landing Property Owners Association may be stored in a storage space. If a different item is to be stored in an assigned storage space, a new registration form application must be submitted.
9. Allowed items must be stored within the boundaries of the designated storage space and must not block other storage spaces or the roadway. Up to two trailers are permitted per space as long as they fit within the space boundaries.
10. Owners must keep the area around their assigned space free of debris and trash. Trash receptacles are available in the park near the boat/trailer ramp.
11. Modifications made to a storage space must be approved by the TLPOA Board in advance.
12. In the event of a flood, the owner is responsible for moving his/her stored items to a safe location.
13. If a boat/trailer is found in a space where it is not assigned or no registration form exists, it may be moved at the TLPOA Board's discretion after reasonable attempts have been made to identify and contact the boat/trailer owner.
14. Any boat/trailer determined by the board to be violating Park Boat Storage Rules and/or presents a hazard must be removed by the owner upon written notice from the TLPOA Board. If an owner refuses to remove the stored item after notification, the property owner will be subject to fines as defined in TLPOA Deed Restrictions.
15. The TLPOA Board will take all measures allowed by Texas state law to dispose of stored items that have been abandoned and where owners cannot be identified.

I, _____, owner/renter of Lot ____, Block ____, Travis Landing, am applying for use of a storage space in the Travis Landing park area designated for boat and trailer storage. I agree to the terms, conditions and rules as set forth in this document and agree that I will remove my stored item from the park if it is determined by the TLPOA Board that it is out of compliance with these stated rules.

_____ (Owner) _____ (TLPOA Officer) _____
 _____ (Date)

 (Signature of property owner for items being stored by renters)

**Travis Landing Property Owners Association
Key Agreement**

I, _____, a Travis Landing property owner, in exchange for the right to receive a key for access to Travis Landing Parks (the “Parks”), acknowledge and agree as follows:

1. The key(s) are the property of Travis Landing Property Owners Association (“TLPOA”). Property Owners must pay \$30 per key, with a maximum of 2 keys per property owner, regardless of the number of lots owned.
2. If I should no longer be a property owner, I understand that the keys can no longer be used to access the Parks. Any further use of the Parks by me or my guests is unauthorized and may be deemed trespassing.
3. I understand and agree to be bound by the relevant TLPOA rules relating to use of the Parks, as listed on the TLPOA website, which may be updated from time to time and that it is my responsibility to familiarize myself with any updates.
4. I am ultimately responsible for the behavior and actions of anyone I invite to the Parks, and understand that I will be held financially and legally responsible for any damage to person or property they may cause.
5. When I sell my home, I will return the key(s) to TLPOA promptly upon closing. Also, I will notify TLPOA as soon as possible if my key is lost or stolen. In such an event, I may obtain a 2nd key for \$30 or a 3rd replacement key for \$200.

Signature

Date

Property Address (just list one)

Key(s) assigned:

Key # _____

Key # _____

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Travis Landing Property Owners Association (TLPOA)

Email Acceptable Use Policy

This Policy is intended to provide guidance to the TLPOA community to help ensure the acceptable use of the TLPOA email communications lists. **If it is determined that you have misused the TLPOA email lists, your email may be moderated, and/or your email list membership may be revoked at the discretion of the Technology Committee (see Policy Violations below).**

Inappropriate Uses of ALL Email Lists:

- Messages that are harmful, offensive, abusive, hateful, demeaning or harassing against anyone
- Messages that are obscene, vulgar, slanderous or threatening
- Emails for political or commercial purposes. Messages about crafts parties, events, garage sales, vendor recommendations, and the like are allowed on *notices@tlpoa.org*.
- Chain letters, jokes, indecent remarks or videos
- Emails with a Cc or Bcc to *notices@tlpoa.org*, *discussions@tlpoa.org* or *business@tlpoa.org*
- Promotion of political/religious viewpoints
- Posting of emails unrelated to TLPOA community
- Personal diatribes, persistent criticism/hurtful complaints* or rants
- Personal blog content
- Forwarding conversations by others

* Personal complaints should be directed to the person or persons responsible. For example, a complaint about a board member should be directed to the President and/or that person. Please try to keep complaints constructive.

TLPOA maintains three types of email lists: **business**, **committees**, and **community**. Each type of list supports minor policy variations to support their needs.

Business Email List: business@tlpoa.org

The *business@tlpoa.org* email list is intended for one-way communications from the TLPOA Board of Directors to the property owners of Travis Landing. Only TLPOA Board members have rights to post to this list. However, Board members may be moderated at the discretion of the President. All TLPOA property owners are required to be members of this email list for legal reasons

Guidelines for Acceptable Use of *business@tlpoa.org* email list:

- Emails must be relevant to the business matters and /or events of TLPOA.
- Emails may consist of lengthy content for informative purposes.
- Emails may only be posted by TLPOA Board members.
- Responses to business email should be sent to the individual sender only or as directed in the email message.

Examples of Appropriate Uses of *business@tlpoa.org*:

- TLPOA meeting invitations and agendas.
- Notifications that meeting audios have been posted on the TLPOA website.
- Requests for volunteers for TLPOA projects.
- Notifications of significant TLPOA projects/expenditures and solicitation of feedback from property owners as deemed appropriate by the TLPOA Board.
- Distribution of TLPOA newsletter and other electronic documents at the discretion of the TLPOA Board.

Travis Landing Property Owners Association (TLPOA)

Email Acceptable Use Policy

Committee Email Lists:

- *board@tlpoa.org*: TLPOA Board of Directors
- *parks@tlpoa.org*: TLPOA Parks Committee
- *architecture@tlpoa.org*: TLPOA Architecture Committee
- *web@tlpoa.org*: TLPOA Technology Committee
- *treasurer@tlpoa.org*: TLPOA Treasurer and team
- *nominating@tlpoa.org*: TLPOA Nominating Committee
- *Additional lists may be created as desired by the TLPOA board and committees.*

The TLPOA Committee Email Lists are designed for communication to and within the teams and are archived by the email system. Non-members can send to the lists but their initial (and possibly subsequent) email will be moderated to prevent spam. Acceptable senders can be set for “Always Approved” for subsequent email (at the discretion of the Technology Committee).

TLPOA Board/committee members should use these lists for team communications. They may also be used by TLPOA community and external senders to reach the committees.

The *treasurer@tlpoa.org* email list is used to support the TLPOA Treasurer. Using an email list allows for better archiving, transparency and coverage of this important TLPOA function.

Guidelines for Acceptable Use of Committee Email Lists:

- Emails should be relevant to the target TLPOA committee.
- Language should be clear and direct.
- Discussions are encouraged on committee email lists.

Examples of Appropriate Uses of Committee Email Lists:

- TLPOA committee meeting invitations and agendas
- Discussions of committee projects and concerns
- Review of internal committee issues
- Expression of support or concern by TLPOA community members
- Contact of committees by external persons

Community Email List: *notices@tlpoa.org*

The *notices@tlpoa.org* email list is designed for open membership within the TLPOA community including property owners, their family members and renters. It is intended for limited communications within the community.

Guidelines for Acceptable Use of *notices@tlpoa.org* email list:

- Emails must be relevant to the Travis Landing community.
- Language should be clear and concise: no lengthy discussions.
- Emails should be respectful and polite.
- This list is NOT to be used as a platform for complaints, diatribes, rants or personal blogs.

Examples of Appropriate Uses of *notices@tlpoa.org* E-mail list:

- Neighborhood Notices (e.g. garage sales, social events, lost dogs, lost/found)
- Neighborhood News (e.g. new babies, new neighbors, deaths)
- Park Information (news, burn bans, events)
- Neighborhood Services Soliciting/Recommendations (e.g. handyman work, plumbing, babysitting)
- Neighborhood Watch Alerts
- Expressions of gratitude toward hardworking volunteers

Travis Landing Property Owners Association (TLPOA)

Email Acceptable Use Policy

To reduce the number of emails received by the everyone, please only use “Reply All” for messages which might be of interest to the entire community.

Community Email List: *discussions@tlpoa.org*

The *discussion@tlpoa.org* email list is intended for two-way communications between members of the TLPOA community and was created to support productive dialog because the “notices” email list does not allow lengthy discussion (by policy). Persons sending lengthy conversations to the *notices@tlpoa.org* list will be re-directed to *discussions@tlpoa.org* by the moderators.

Guidelines for Acceptable Use of *discussions@tlpoa.org* email list:

- Emails must be relevant to the TLPOA community and may consist of lengthy discussions for informative purposes. We suggest that you try to keep messages short and focused. Long, dense messages are often difficult to follow and ignored by many recipients.
- Emails soliciting dialog with other TLPOA community members should be clear and respectful
- This list is NOT to be used as a platform for hurtful complaints, diatribes, rants or personal blogs.

Examples of Appropriate Uses of *discussions@tlpoa.org*:

- Discussion or expression of concern over TLPOA matters.
- Development of ideas and projects of interest to TLPOA.

Policy Violations

If the Technology Committee determines that an email violates the Email Acceptable Use Policy, the email will be rejected. If the policy continues to be violated, the sender will receive a written warning by certified mail that access to one or more of the email lists may be revoked for a period ranging from one month to permanent suspension for continued abuse. The sender will have the right of appeal that can be submitted in writing to either the Technology Committee Chair or the TLPOA President to consider lifting the suspension.

IT IS FURTHER RESOLVED that this Email Acceptable Use Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified, replaced, or amended. This policy replaces any previously adopted Email Acceptable Use Policy.

This is to certify that the foregoing resolution was adopted by the Board of Directors on November 19, 2019.