



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Oct 05, 2021 08:44 AM Fee: \$74.00

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STATE OF TEXAS §
COUNTY OF TRAVIS §

**NOTICE OF DEDICATORY INSTRUMENTS
OF
SCOFIELD RESIDENTIAL OWNERS ASSOCIATION, INC.
Rules 2021
Articles of Incorporation**

Document reference. Reference is hereby made to certain Scofield Residential Area Declaration of Covenants, Conditions and Restrictions, filed in Vol. 11863, Pg. 1147, in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").

Reference is further made to those certain Bylaws of Scofield Residential Owners Association, Inc., filed as Document No. 2007073244 in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Bylaws**").

Reference is further made to the Scofield Residential Owners Association, Inc. Covenant Enforcement and Fining Policy filed of record as Document No. 2011071093 of the Official Public Records of Travis County, Texas that certain Amendment to the Rules and Regulations of Scofield Residential Owners Association, Inc., filed as Document No. 2012002151 in the Official Public Records of Travis County, Texas (together with all amendments, the "**Rules**").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of SCOFIELD RESIDENTIAL OWNERS ASSOCIATION, INC. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article V, Section 5.4 (e) of the Declaration and state law; and

WHEREAS the Board has voted to adopt the rules set forth in Exhibit "A" to supplement the previously-recorded Rules. To the extent of any conflict with previously-recorded rules, the rules on Exhibit "A" control.

THEREFORE the attached amendment to the Rules has been, and by these presents is, adopted and approved. The Articles of Incorporation previously adopted are also hereby filed of record.

SCOFIELD RESIDENTIAL OWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

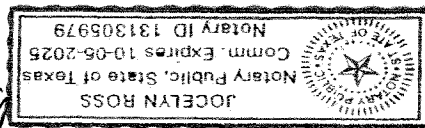
Guy W. Cole
NAME: Guy W. Cole
TITLE: ROA Board President

Exhibit "A": Rules
Exhibit "B": Articles

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of September, 2021, by Guy Cole in the capacity stated above.



Jocelyn Ross
Notary Public, State of Texas

EXHIBIT "A"

**RULES OF
SCOFIELD RESIDENTIAL OWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

SECTIONS:

- **Pool enclosure fencing**
- **Religious Displays**
- **Security Measures**
- **Bid protocol for projects exceeding \$50,000**
- **Transfer fees**
- **Collection protocol**
- **Leasing information**

POOL ENCLOSURE FENCING

1. "Pool enclosure" means a fence that:
 - a. surrounds an existing approved water feature including a swimming pool or spa;
 - b. consists of transparent mesh or clear panels set in metal frames;
 - c. is not more than 6' tall at any point; and
 - d. is designed not to be climbable.
2. Subject to this rule, owners may install a pool enclosure around a water feature located solely on property wholly owned by the owner.
3. All pool enclosures must be black in color absent express approval of alternate color(s) by the architectural reviewing body of the association. The architectural reviewing body may approve an alternate color but has no duty to do so.
4. All pool enclosures must consist of transparent mesh set in metal frames absent express approval of an alternate construction design by the architectural reviewing body. The architectural reviewing body of the association may approve an alternate construction design but has no duty to do so.
5. All pool enclosures must be maintained in a neat and attractive condition.
6. All plans for any pool enclosure must first be submitted to the architectural reviewing body for approval and approved by the architectural reviewing body prior to construction. All architectural requirements of the dedicatory instruments shall also apply, except to the extent expressly in conflict with this rule.

RELIGIOUS DISPLAYS

1. General. The following rule outlines the restrictions applicable to religious displays in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighborhood

for all neighbors to enjoy. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief¹.

2. Prohibited Items. No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law²;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be installed on property owned or maintained by the association;
 - e. be installed on property owned in common by two or more members of the association;
 - f. be located in violation of any applicable building line, right of way, setback, or easement; or
 - g. be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
3. Parameters. All religious displays must be located within 10' of the dwelling's frontmost building line (i.e. within 10' of the front facade of the dwelling.) Displays may not be located within building setbacks. No portion of the display may extend above the lowest point of the dwelling's front roof line. All displays must be kept in good repair. Displays may not exceed 5' in height x 3' in width x 3' in depth. The number of displays is limited to three. This paragraph 3 shall not apply however to seasonal religious holiday decorations as described in paragraph 4. All displays other than seasonal religious displays must receive prior approval from the association's architectural reviewing body prior to installation, except for up to one display on any exterior door or door frame of the home that is 25 square inches or smaller. For example, and without limitation, no prior permission is required from the association to place a cross, mezuzah, or other similar religious symbol smaller than 25 square inches on the home's front door or door frame. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee), the approval must be received from the board.
4. Seasonal Religious Holiday Decorations. Seasonal religious holiday decorations are temporary decorations commonly associated with a seasonal holiday, such as Christmas or Diwali lighting, Christmas wreaths, and Hanukkah or Kwanzaa seasonal decorations. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations. Unless otherwise provided by the Declaration, Seasonal Religious Holiday Decorations may be displayed no more than 30 days before and no more than 21 days after the holiday in question.
5. Other displays. Non-religious displays are governed by other applicable governing document provisions.
6. Removal. The Association may remove or cause to be removed any item in violation of the terms and provisions of this policy.

SECURITY MEASURES

1. General. The following rule outlines the restrictions applicable to security measures in order to permit them while also striving to maintain an aesthetically harmonious and peaceful neighbor for all neighbors to enjoy. "Security measure" means any improvement designed to prevent criminals' access to the home or criminal acts involving the home. In the event of a question as to whether a

¹ Religion relates to faithful devotion to a god or gods or the supernatural. Religious displays are different than signs or other figures related to a cause. For example "Save the Whales" or other movements/causes are not considered religious displays.

² Other than a law prohibiting the display of religious speech. Please note that the First Amendment to the U.S. Constitution is not applicable to private organizations like clubs or community associations; the First Amendment protects certain speech from *governmental* restraints.

requested installation is a security measure, the answer will be determined by the board in its sole reasonable discretion.

2. **Cameras.** Owners may not place cameras in any area other than their own lot. For example, owners may not install cameras in any common area of the association. All cameras must be mounted on the owner's home³, may not extend above the lowest portion of the roof line and may not extend from the façade of the home more than 2'. Cameras must be oriented so as to capture as little of a neighbor's property as reasonably possible⁴.
3. **Perimeter fencing.** Perimeter fencing when used in this Section means any ground-mounted fence or portion thereof that is installed on near a boundary line of the lot and that is installed in a contiguous manner around the entirety of the lot boundaries. Perimeter fencing does not include ornamental fencing. Ornamental fencing is defined as any fencing of which any portion thereof is less than 48" in height. A gate in a fence is part of the fence for all purposes considered. Except to the extent expressly provided in other dedicatory instruments, the association may prohibit any fencing other than perimeter fencing. All fencing including perimeter fencing must receive prior written approval from the association's architectural review body. With regard to fencing adjacent to a street, alley, or other through-way, the association may require a particular setback so as to maintain a more uniform aesthetic.

Unless otherwise approved in writing by the architectural reviewing body, all security fencing in the front yard (any portion of fencing in line with or in front of the front-most building line of the home) must consist of ornamental wrought iron or metal fencing, all portions of such fencing must be black in color, and must have the following specifications: pickets 1.75" square; rails 1.5" square; standard posts 2.5" square; picket spacing of at least 3" and not more than 4"; post spacing at least 8' on center; height of between 48" and 60"; no ornamentation (for example no picket tops or rail tops); no slats, planks, or other solid material.

4. **Parameters; Plans and specifications.** Prior to installation of any security measure, owners must submit plans and specifications including dimensions, colors, materials, and proposed location on the owner's lot, scaled in relation to all boundary lines and other improvements on the lot. Plans must be submitted to the association's architectural review body, and owners must receive prior written approval prior to installation of any improvements. All proposed installations must be of a type, including materials, color, design, and location, approved by the architectural reviewing body. The architectural reviewing body may require or prohibit the use of specific materials, colors, and designs and may require a specific location(s) for the security measure. If the dedicatory instruments do not designate an architectural reviewing body (such as an architectural control committee) the approval must be received from the board.)

BID PROTOCOL FOR PROJECTS EXCEEDING \$50,000

In the event that the association proposes to contract for services that contemplate more than \$50,000 in expenditures in a single contract scope of work⁵, the association will solicit bids or proposals in accordance with the provisions of this Section. The board or manager acting on behalf of the board shall use good faith effort to obtain at least three bids⁶ for the project based on a consistent scope of work

³ For example cameras may not be mounted on a pole in the yard.

⁴ For example Ring-type doorbell cameras often incidentally capture portions of properties across the street. This is not disallowed.

⁵ This protocol is n/a for example to a contract payable monthly which over a number of months or years may eventually result in \$50,000 or more in expenditures.

⁶ But recognizing that it is not feasible to obtain bids from parties who choose not to bid, is not required to obtain three bids and is only required to make good faith effort to attempt to do so.

presented to the would-be bidders. The board will review any bids and make a final decision on to whom to award the contract. Among the factors the board may consider in its discretion when making its decision are: experience, reputation, pricing, past dealings, availability, warranties offered, ongoing warranties, and any other factor that the board in its reasonable discretion considers relevant. The board and manager will be deemed to have used good faith effort to obtain three bids if an agent of the association has submitted a bid request to at least three vendors and given each vendor at least seven days to submit a bid or proposal. Notwithstanding, multiple bids need not be solicited if after good faith efforts multiple service providers cannot be found, or using a different service provider would void one or more warranties.

TRANSFER FEES

Transfer Fees. In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate pursuant to Texas Property Code Ch. 207, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent associated with a transfer of property. It is the owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing owner and will be assessed to the owner's account accordingly. The association may require payment in advance for issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with the transfer, including association record update fees will be the responsibility of the new owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the association or its managing agent, and may be equivalent to the resale certificate fee or in any other amount⁷.

COLLECTION PROTOCOL

The Board of the Association is charged with overseeing the administration of the Association, including but not limited to the collection of assessments and other charges from the members. Late fees and collection costs may be charged for unpaid amounts. The Association has engaged the services of a professional association management company (including all agents of management company, "Manager") to perform day-to-day administrative tasks on behalf of the Association and may or has engaged a law firm ("Firm") to provide collection services through a licensed attorney. The timely collection of assessments is critical to ensuring that the Association can remain fully-funded and capable of fulfilling its duties to the members, and as such the Board desires that delinquent assessments be collected with a minimum of delay and expense.

The Board hereby authorizes Manager and any successor management companies/management company agents retained by the Association with the authority to communicate with any Firm engaged by the Association with regard to collection activity, and the Board hereby authorizes, once the account is turned over to the Firm, for all successive collection steps to be carried out by the Firm on behalf of the Association should amounts remain unpaid, without further vote or action of the Board. This authority includes without limitation all statutorily-required notices, all title searches, lien filing, and other steps consistent with Firm's standard collection protocol⁸. This authority notwithstanding, Manager, and any successor management company, shall communicate with the Board and/or certain designated officers on a regular basis with

⁷ To the extent of any conflict with any prior transfer fee rule terms, the language of this rule supersedes.

⁸ This includes without limitation account set up, 30-day demand letter, response to Fair Debt Collection Act dispute letter, lien filing, lien release, payment plan administration, title reports, notice of intent to foreclose (notice of default statutory lien), foreclosure petition filing, and foreclosure sale.

regard to collection actions, and the Board reserves the right to establish policies with regard to collection efforts generally and to make decisions about particular collection actions on a case-by-case basis if and when it deems appropriate. The Board may terminate collection action on any owner account at any time.

LEASING INFORMATION

To the extent leasing is authorized under other dedicatory instruments, in addition to any other information required by any dedicatory instrument to be provided regarding leasing, the following information must be provided to the Association within seven days of the owner entering into any lease for the owner's property:

- *contact information including name, mailing address, phone number and email address for each person who will reside at the property (all tenants and occupants); and
- *the commencement date and term of the lease

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EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF**

SCOFIELD RESIDENTIAL OWNERS ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
FEB 05 1993
Corporations Section

The undersigned natural person of the age of eighteen (18) years or more, acting as sole incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is Scofield Residential Owners Association, Inc.

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of the corporation's duration is perpetual.

ARTICLE IV.

The corporation is organized and shall be operated to act as agent for the property owners of certain real property located in Travis County, Texas, which property is locally known as "SCOFIELD FARMS," and which is described in the Scofield Residential Area Declaration of Covenants, Conditions and Restrictions dated as of January 11, 1993, which Declaration is recorded in Volume 11863, Page 1147 of the Real Property Records of Travis County, Texas (said Declaration, as amended from time to time, the "Declaration"), and for any other property which is accepted by the corporation for similar purposes. The corporation is specifically

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organized to maintain, preserve and provide architectural control for the Property and Common Area (as such terms may be defined in the Declaration from time to time), and to promote the health, safety and welfare of the residents of Scofield, and in the exercise of these purposes:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in the Declaration;

(b) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and to pay all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the corporation, subject to any limitations set forth in the Declaration;

(d) to borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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(e) with the assent of two-thirds (2/3) of each class of members, to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; and

(f) to have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation laws of the State of Texas may now or hereafter have or exercise.

The corporation shall be operated exclusively for such purposes, and no part of the corporation's property, whether income or principal, shall inure to the benefit of, or be distributable to, its members, directors, officers or employees, or any person having a personal or private interest in the activities of the corporation, nor shall any of said persons receive or be entitled to receive any payment from the corporation except reasonable compensation for personal services actually rendered in carrying out the corporation's purposes, as set forth in this Article IV. The corporation is organized for nonprofit purposes. Nothing contained in these Articles shall be construed to authorize the corporation to carry on any activity for the profit of its members.

ARTICLE V.

The street address of the initial registered office of the corporation is 600 Congress Avenue (c/o Mellon Properties Company),

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Suite 1700, Austin, Texas 78701 and the name of its initial registered agent at such address is Blake J. Magee.

ARTICLE VI.

The corporation shall have members. The membership of the corporation shall be determined as provided in the bylaws, and such bylaws shall define the voting rights, powers and privileges of the members.

ARTICLE VII.

No member of the corporation shall have the right of cumulative voting at any election of directors or upon any other matter.

ARTICLE VIII.

The direction and management of the affairs of the corporation and the control and disposition of its properties and funds shall be vested in a Board of Directors composed of such number of persons as the bylaws may fix. Until changed by the bylaws, the original number of directors shall be three (3). The directors shall continue to serve until their successors are selected in the manner provided in the bylaws of the corporation. The names and residences of the persons who shall serve as directors of the corporation until their successors are duly elected and qualified are as follows:

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<u>Name</u>	<u>Address</u>
Blake J. Magee	c/o Mellon Properties Company 600 Congress Avenue, Suite 1700 Austin, Texas 78701
Wesley Peoples	1016 La Posada Austin, Texas 78759
Clint Pendleton	3100 Travis Street Suite 402 Houston, Texas 77006

ARTICLE IX.

The initial bylaws of the corporation shall be adopted by its Board of Directors. The power to alter, amend or repeal the bylaws or to adopt new bylaws shall be vested in the members, but such power may be delegated by the members to the Board of Directors.

ARTICLE X.

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XI.

Upon the dissolution of the corporation, which shall require the assent given in writing by not less than two-thirds (2/3) of the members of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the corporation's assets exclusively for the purposes of the corporation in such manner as the Board of Directors shall determine, and the laws of the State of Texas may permit, notwithstanding any provision to the

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contrary which may be contained in Article 6.02(c) of the Texas Nonprofit Corporation Act.

ARTICLE XII.

No director shall be liable to the corporation or its members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director to the extent the director is found liable for:

1. a breach of the director's duty of loyalty to the corporation or its members;

2. an act or omission not in good faith that constitutes a breach of duty of the director to the corporation or its members or an act or omission that involves intentional misconduct or a knowing violation of the law;

3. a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

4. an act or omission for which the liability of the director is expressly provided for by an applicable statute.

Any repeal or modification of this Article by the members of the corporation shall be prospective only and shall not adversely affect any limitation on the liability of a director of the corporation existing at the time of such repeal or modification.

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ARTICLE XIII.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:


1. annexation of additional properties;
2. mergers and consolidations;
3. mortgaging of the Common Area;
4. dedication of Common Area;
5. amendment of these Articles; or
6. dissolution of the corporation.

ARTICLE XIV.

The name and street address of the sole incorporator is:

<u>Name</u>	<u>Address</u>
Rebecca Baird	515 Congress Avenue, Suite 2300 Austin, Travis County, Texas 78701

EXECUTED BY THE UNDERSIGNED INCORPORATOR on this 5th day of February, 1993.



 REBECCA BAIRD