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Rebecca Guerrero, County Clerk  
Travis County, Texas

Jul 19, 2022 05:09 PM Fee: \$42.00

**2022124537**

**NOTICE OF DEDICATORY INSTRUMENT**

*Rules—Kayak and Canoe Storage Rack*

\*Electronically Recorded\*

**Declaration:** Second Amended Restated Declaration of Covenants, Conditions and Restrictions, Recorded at Volume 6598, Page 1046, Deed Records, Travis County, Texas, and all joinders, supplements, annexations and amendments thereto.

**Association:** The Courtyard Homeowners Association, Inc., a Texas non-profit corporation.

**Subdivision:** The Courtyard

Pursuant to Texas Property Code §202.006, the Association gives notice that all property subject to the Declaration is also subject to the following dedicatory instrument:

Tait's Rack (Kayak & Canoe Storage Rack) Rules, attached hereto.

The attached dedicatory instrument is complete, correct, and current as of the date of this Notice, but may be amended from time to time.

A current copy of the dedicatory instrument can be obtained from the Association's managing agent, Goodwin Management, Inc., or the successor managing agent shown in the most recent management certificate recorded in the Travis County property records.

EXECUTED this 19<sup>th</sup> day of July, 2022.

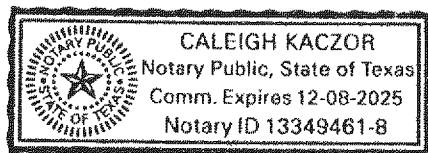
THE COURTYARD HOMEOWNERS  
ASSOCIATION, INC.

By: *Patrice Arnold*  
Patrice Arnold, attorney in fact

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 19 day of July, 2022, by Patrice Arnold, in the capacity set forth above.



*Caleigh Kaczor*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING RETURN TO:**

Niemann & Heyer  
1122 Colorado St., Suite 313  
Austin, Texas 78701

**Courtyard Homeowners Association  
Tait's Rack (Kayak & Canoe Storage Rack) Rules  
June 2022**

Courtyard Homeowners Association ("CHOA") Board of Directors has the authority to make rules per the Bylaws of the Association, Article 4, Section 6(h). The following rule ("Rule") is promulgated to reflect rules, policies, and practices that have been in place prior to the existence of this rule and/or have previously been incorporated in the lease, lease renewal, policy, and/or eligibility documents. This Rule includes clarifications, expansions, or alterations in language that have been approved by the CHOA Board of Directors. This Rule may be updated at any time by approval of the CHOA Board of Directors.

**PURPOSE**

CHOA owns a kayak and canoe storage rack ("Tait's Rack") inside the gated community park. The purpose of Tait's Rack is the storage of non-motorized watercraft (such as a kayak, canoe, or lockable stand-up paddle board) ("qualified watercraft") for the use by up to 60 (sixty) resident homeowners who do not own a private boat dock in Courtyard or property in Courtyard Boat Dock Condominiums. Tait's Rack is not intended to provide storage only.

CHOA designates the Chair of the Kayak & Canoe Committee ("KCC") to execute all lease forms and may act on behalf of CHOA in matters concerning Tait's Rack.

**LEASE TERMS**

A storage slot in Tait's Rack may be granted only by execution of a valid lease. A lease agreement is considered valid and enforceable only under the following conditions: a) a functional and presentable qualified watercraft is present in the rack, b) the lessee renews his/her lease agreement and pays for the slot timely, and c) the lessee remains in good standing with CHOA.

The duration of a lease is one year. The lease period is from July 1 through June 30 of each year. At the sole discretion of CHOA, a lease fee may be prorated if the lease term encompasses less than one year. The lease is non-transferable, and subleases are not permitted. Lessees must maintain \$300,000 liability/casualty insurance coverage for his/her qualified watercraft(s) stored in Tait's Rack.

The annual lease fee and eligibility to lease a space in Tait's Rack is determined by CHOA Board of Directors.

**ELIGIBILITY**

Eligibility to lease a space in Tait's Rack is determined solely by CHOA and is further outlined in the Eligibility Criteria for Tait's Rack Slots form.

Only homeowners actually residing in Courtyard may lease a space in Tait's Rack. Tenants may not lease a space in Tait's Rack. A lessee who sells or vacates his/her property in Courtyard forfeits his/her leased Tait's Rack space immediately and terminates the corresponding lease. Such lessee must remove his/her watercraft from Tait's Rack and return all facility keys to the KCC Chair on or before moving out of Courtyard.

Homeowners who have access to Bull Creek via private boat dock, ownership of a boat slip in Courtyard Boat Dock Condominiums, or some other form of deeded water access are NOT eligible to lease a storage space in Tait's Rack.

A lessee or potential lessee must notify the KCC Chair of changes in eligibility during the waitlist period, or during the lease period, whichever applies. Failure to notify the KCC Chair of changes in eligibility may result in immediate termination of the lease or slot on the waiting list. Omissions of fact by a lessee or misrepresentations of fact by a lessee, whether intentional or unintentional, render a lease subject to immediate termination by CHOA. Omissions of fact or misrepresentations of fact are determined at the sole discretion of CHOA or its representative.

#### RULES FOR STORAGE & USE

An eligible homeowner requesting a Tait's Rack space may be provided one space if rack space is available and the qualified watercraft meets the size specifications as determined by CHOA for the available rack space. A lessee must be able to move a qualified watercraft into the rack within 10 (ten) days after notification of an available slot. The qualified watercraft must be owned by the eligible homeowner.

A lessee must accompany (*i.e.*, be present with) non-resident family members and non-resident friends during use of the lessee's qualified watercraft. All persons utilizing Tait's Rack must follow all applicable CHOA rules.

A lessee must keep his/her boat in a clean and useable condition. Any watercraft that obviously has not been used or maintained in a clean and useable manner is subject to removal from Tait's Rack at the sole discretion of CHOA or its authorized representative.

A lessee must store qualified watercraft within his/her assigned slot and in such a way as to not interfere with other property in Tait's Rack. A lessee shall secure his/her qualified watercraft within the assigned space using appropriate cables and locks greater than 0.25" diameter. Additionally, a lessee shall secure the gated enclosure with CHOA's keyed lock upon leaving Tait's Rack or at any other time that the lessee discovers that Tait's Rack has been left open and/or unlocked. All non-attached accessories must be removed from the area in and around Tait's Rack after each use. A lessee has full responsibility for the security and safety of his/her property.

A lessee shall ensure that Tait's Rack and the surrounding premises in CHOA's community park are safe for the activities in which the lessee engages. A lessee shall immediately suspend any activity that is reasonably likely to result in injury to the lessee or others or in damage to the premises or property of others, including CHOA. Upon becoming aware of any unsafe or potentially unsafe condition, a lessee shall cease any and all activity that could increase the danger and immediately notify CHOA.

Lessees must provide current contact information to the KCC Chair and maintain current contact information in the CHOA directory. Lessees must abide by all requirements and stipulations in the Tait's Rack Lease Agreement, Tait's Rack Renewal, and Eligibility Criteria. All persons leasing a space in or utilizing Tait's Rack must follow all park rules and are subject to all governing documents of CHOA.

#### TERMINATION & RENEWAL

If a lessee terminates the Lease prior to the end of the Term, he/she forfeits the remainder of the annual fee unless and until a suitable replacement lessee is found and executes a lease.

If a lessee violates any provisions of or otherwise breaches the Lease, CHOA shall provide written notice of the violation to the lessee at the address(es) provided by the lessee in the lease. If the lessee fails to remedy the violation within 30 days of the written notice or otherwise refuses to comply with the Lease, CHOA has the right to terminate the lease and to remove the lessee's watercraft from Tait's Rack at the lessee's expense. In the case of default, a lessee shall forfeit the remainder of the annual fee and forfeit the right to use Tait's Rack. CHOA may terminate the lease if submission of application information is incorrect or misleading.

CHOA has the right to terminate a lease with or without cause. If CHOA terminates the lease prior to the end of the Term for a reason other than a lessee's breach of the lease, CHOA shall issue a refund proportional to the whole months remaining in the lease. A lessee whose lease has been terminated by CHOA must vacate the assigned space and return the gate key to the KCC Chair within seven (7) business days or any other reasonable period as determined by CHOA in its sole discretion.

The lease does not renew automatically. In May of each year, the KCC Chair will send a notice and renewal form to all existing Tait's Rack lessees. If there are material changes to the lease, a copy will be attached to the notice and referenced in the renewal form. Existing lessees who choose to renew the Lease must return the executed renewal form, the renewal fee payable to "Courtyard Homeowners Association," and current proof of insurance by June 15. Failure to provide payment by June 15 will automatically result in termination of the Lease and forfeiture of the assigned space in Tait's Rack.

Existing lessees who choose NOT to renew the lease must notify the KCC Chair in writing before June 1 and vacate the assigned space in Tait's Rack and return the gate key to the KCC

Chair by June 30. If a lessee fails to remove his/her watercraft or other property from Tait's Rack after the lease term expires, CHOA has the right to remove the lessee's watercraft from Tait's Rack at the lessee's expense. Any watercraft or other property removed from Tait's Rack that is not claimed after 180 days is considered abandoned and may be disposed of as CHOA and KCC deem appropriate.

#### WAITLIST

If no rack space is available, a homeowner who meets all eligibility criteria may place his/her name on the waitlist. The order of the waitlist is determined by the date that such requests are submitted.

At the time a rack space becomes available, if the person whose name is next on the waitlist is no longer residing in his/her home in Courtyard, such person will be removed from the waitlist, and the available space will go to the next eligible homeowner on the waitlist.

If an eligible homeowner is unable to utilize a rack space when it becomes available, then his/her name will remain at the top of the waitlist for one year. If a space becomes available during that one year, the KCC Chair will notify such homeowner and may assign the available space. After the one-year waiting period, the homeowner may request an extension of the waiting period, which KCC will consider in its sole discretion.

If an eligible homeowner who is placed on the waitlist later loses eligibility as outlined in the Eligibility Criteria for Tait's Rack Slots form and as referenced in this Rule, then such homeowner shall notify the KCC Chair so that other eligible homeowners may move up the waitlist.