

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO RULES AND REGULATIONS
FOR
THE COURTYARD AT THE PRESERVE CONDOMINIUMS**
(related to Parking, Leasing, Visible Items, and Pets)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions For The Courtyard At The Preserve filed as Document No. 2003241173 in the Official Public Records of Travis County, Texas, and that certain Declaration of Condominium Regime of The Courtyard at the Preserve Condominiums filed as Document No. 2004076954 in the Official Public Records of Travis County, Texas, (together with any Amendments and Corrections filed of record, the “Declaration”).

Reference is further made to those certain Amended and Restated Rules and Regulations for The Courtyard at The Preserve, filed as Document No. 2016110440 in the Official Public Records of Travis County, Texas (the “Prior Rules”).

The attached Rules “G” , “T” , and “J” AMEND, REPLACE and SUPERSEDE Rules “G” , “T” and “J” contained in Document No. 2016110440.

WHEREAS the Declaration provides that persons owning condominium units subject to the Declaration are automatically made members of Courtyard at the Preserve Condominium Association, Inc. (the “Association”);

WHEREAS the Association’s board of directors (the “Board”) is authorized under Section 82.102(a)(7) of the Texas Uniform Condominium Act (the “Act”) and Section 3.08(a) of the Association’s bylaws to adopt and publish rules and regulations and to amend them from time to time, and has previously adopted the Prior Rules;

WHEREAS the Board has voted in a manner consistent with the requirements under the Association’s bylaws to amend the rules as provided herein, and has provided the members of the Association advance notice of such changes as required by Section 82.070 of the Act;

WHEREAS, the Board REPEALS in their entirety, Rules “G” , “T” , and “J” of the Prior Rules; and

WHEREAS, the Board has voted to adopt the supplemental rules attached hereto as Exhibits “G” , “T” , “J” and “L”.

THEREFORE the Prior Rules have been, and by these presents are, amended and the attached Exhibits “G” , “T” , “J” and “L” are ADOPTED and APPROVED for all purposes.

Subject solely to the amendments contained in Exhibits “G” , “T” , “J” and “L” , the Prior Rules remain in full force and effect.

Table of contents of attached rules:

- G. Parking and Recreational Vehicle Policy
- I. Leasing Policy
- J. Recreational Equipment and Visible Item Policy
- L. Pets

COURTYARD AT THE PRESERVE CONDOMINIUM ASSOCIATION, INC.

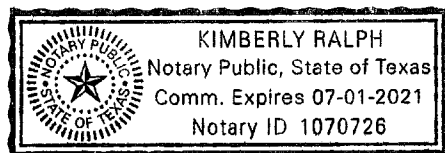
Acting by and through its Board of Directors

Dianne Denton
NAME: *Dianne Denton*
TITLE: *President*

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of February, 2017, by Dianne Denton in the capacity stated above.



Kimberly Ralph
Notary Public, State of Texas

G. Parking and Recreational Vehicle Policy

Guest parking areas are restricted to “Guests” only. Owners and Tenants are prohibited from parking in the guest parking areas. It is expressly prohibited for any Courtyard at the Preserve resident to use a Guest parking area. Resident parking is limited to garage and driveway only.

For purposes of this rule, a “resident” is a person who has a vehicle parked on the property for any length of time on any three days during any 7-day period regardless of whether or not that person resides in a unit at the Courtyard at the Preserve. A “guest” is any visitor who does not fall under the definition of resident above – **only guests may use guest parking.**

Guest parking is utilized on a first-come, first-serve-basis and is not assigned to a specific lot. Guests may park in Guest parking areas for a seventy-two (72) hour period without special permission. The seventy-two (72) hour period shall begin when a vehicle first enters a Guest parking area and the period will not cease when a vehicle temporarily leaves the Guest parking areas and returns.” Note the wording of “temporarily” in no way means the person can move the vehicle out of Guest parking for any period of time and then expect a restart of the seventy-two (72) hour period upon returning the vehicle to Guest parking at a later date.

Use of a Guest parking area for more than a seventy-two (72) hour period requires special permission on a case by case basis from the Courtyard at the Preserve Board of Directors.

The parking of trucks, buses, trailers, mobile homes, boats, jet skis, and RVs on any public right of way, guest parking or lot (outside of a building) is prohibited. (See Declaration §3.14).

Parking of boats, houseboats or other similar waterborne vehicles on any public right of way or lot outside of a building are prohibited. (See Declaration §3.15.) While boats may not be parked or stored on any portion of the Property, boats may be present on the property for purposes of loading and unloading only.

Parking vehicles in driveways parallel to the street is prohibited. Vehicles may only be parked with the hood or the rear of the vehicle facing the garage door. For instance, vehicles may not be parked across the head or foot of a driveway in order to accommodate parking more than two vehicles. Parking vehicles in front yards and parking in fire lanes is prohibited.

Vehicle maintenance may not be performed outside of a garage, or in a garage that has the garage door open. (See Declaration 2.9(c)(10)).

The Board has adopted the following schedule of fines along with the number of notices to be given to the owner and/or owner’s tenants who violate the Parking Policy:

NEW Violation:

1 st Notice	Fine Amount: Warning - 7 calendar days to cure
2 nd Notice	\$ 25.00 per day – starts 72 hours after notice is mailed
3 rd Notice	\$ 50.00 per day – starts day notice is mailed
4 th Notice	\$ 100.00 per day – starts day notice is mailed
Each Subsequent Notice:	\$ 125.00 per day - starts day notice is mailed

REPEAT Violation:

1 st Notice	Fine Amount: \$ 50.00 per day – starts day notice is mailed
2 nd Notice	\$ 75.00 per day – starts day notice is mailed
3 rd Notice	\$ 100.00 per day – starts day notice is mailed
4 th Notice	\$ 125.00 day – starts day notice is mailed
Each Subsequent Notice	\$ 150.00 day – starts day notice is mailed

Continuous Violation:

Final Notice sent to owner, amount to be determined by Board and potential lien filed

I. LEASING POLICY

Lease and lease documentation requirements:

The minimum lease term is 180 days.

A copy of all Association rules and regulations must be attached to the lease. (See also Declaration §4.4(i)).

All leases must be in writing and provide that they are subject in all respects to the governing documents of the association. (See also Declaration §4.4(i)).

At least thirty days after the start of each lease term, the Owner must provide the Association with:

- (1) a copy of the lease;
- (2) a fully-executed Tenant Information Form and Addendum provided by the Association; this form and the provisions it contains will be deemed an addendum to the lease;
- (3) owners must perform background checks on all potential residents over the age of 18, and must provide proof to the Association that the background checks have been performed; and
- (3) a check for the \$100.00 lease processing fee, made payable to the Courtyard at the Preserve Condominiums.

The owner is responsible for providing a tenant with the Rules and notifying the tenant of any changes therein. The lease must contain a provision showing that the lessee has read and will comply with all provisions of these Rules and other deed restrictions of the Association. Each lease must contain a provision noting that violations of the deed restrictions may result in termination of the lease and expulsion/eviction from the building.

General requirements:

Advertising. No Unit Owner may advertise the lease of any Unit for a term of less than the minimum lease term (180 days). All advertisements for the lease of a Unit must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines may be assessed for any violation of this rule, regardless of whether the advertised Unit is actually leased for a period of less than the minimum lease term. Fines may be assessed in an amount determined by the board.

No renting rooms. No Unit may be subdivided for rent purposes, and not less than an entire Unit may be leased.

Owners responsible for tenants. All enforcement costs, including attorneys' fees, incurred by the association due to violations of a tenant or a tenant's guest, occupant or invitee may be assessed to the owner's account. Owners are responsible for all violations of their tenants, and their guests and invitees.

The board has authority to evict tenants of owners for violations of the governing documents of the Association (see also Declaration §4.4(g))

J. Recreational Equipment and Visible Item Policy

Trampolines. Trampolines are not allowed in the community. Those in place on or before July 11, 2016 may remain, but may not be replaced with new trampolines.

Basketball Goals. Basketball goals (either temporary or permanent) are not allowed in the community. Those in place on or before July 11, 2016 may remain, but may not be replaced with new goals.

Yard Installations. Swings, playscapes, picnic tables, furniture, and yard art are not permitted in front or side yards. Swings, playscapes, picnic tables, furniture, and yard art may be permitted in back yards only with the prior written approval of the Architectural Control Committee.

Trash Receptacles. Covered containers containing refuse, garbage, or trash must be removed from street view, and screened from view, in all directions and from neighboring Units on or before eighteen hours after such covered container has been emptied by waste service collection.

Trash enclosures may be permitted only with the prior written approval of the Architectural Committee. are acceptable for screening to owners at their expense. Trash enclosures must comply with City of Lakeway requirements, and will be constructed at the expense of the requesting owner.

L. Pets

Generally. Owners and residents are responsible for the actions of their respective pets. Residents are responsible for the removal of pet's wastes from the property. Residents must promptly clean up after their pets.

Nuisance. No pet shall be permitted to create a nuisance or hazard within the community. By way of example only, the owner of a lot is responsible for ensuring that a dog does not: (i) cause injury to any other person or domestic pet; (ii) destroy fencing or other property; (iii) roam free (i.e. off-leash) anywhere other than within the dog owner's rear yard area; or (iv) bark excessively, at the sole discretion of the board.

Vicious Animals. The Board may exclude pets that, in the sole judgment of the Board, are dangerous by breed or past experience. The Board may require removal of any animal that has exhibited vicious propensities.

After recording, please return to:
Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

File Server:CLIENTS:CourtyardAtThePreserve:RuleAmend 12-17.doc



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

March 06 2018 10:03 AM

FEE: \$ 50.00 2018033319