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STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDED AND RESTATED RULES AND REGULATIONS
FOR
THE COURTYARD AT THE PRESERVE CONDOMINIUMS
(regarding leasing, xeriscaping, collection, and other policies)

Table of contents of attached rules:

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 that certain Resolution Of The Board Of Courtyard At The Preserve Condominium Association, Inc. Enforcement Process filed as Document No. 2008107578 in the Official Public Records of Travis County, Texas, and that certain The Courtyard At The Preserve Condominiums Community Manual filed as Document No. 2012019444 in the Official Public Records of Travis County, Texas (cumulatively, the "**Prior Rules**").

This amended and restated filing AMENDS, REPLACES AND SUPERSEDES THE PRIOR RULES. The Community Manual filed as Document No. 2012019444 is REPEALED in its entirety.

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 Rules; and

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 ITS ENTIRETY The Courtyard At The Preserve Condominiums Community Manual filed as Document No. 2012019444 in the Official Public Records of Travis County, Texas.

THEREFORE the Prior Rules have been, and by these presents are replaced and superseded with the rules attached hereto.

COURTYARD AT THE PRESERVE CONDOMINIUM ASSOCIATION, INC.
Acting by and through its Board of Directors

Rosemary Dianne Denton

NAME: Dianne Denton
TITLE: President

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of June, 2016, by Rosemary Dianne Denton in the capacity stated above.

Michelle Thomas

Notary Public, State of Texas

MICHELLE THOMAS
My Notary ID # 130301494
Expires July 20, 2019

The Architectural Control Committee of the Association hereby signs below to indicate their adoption and approval of architectural-related rules herein, including the Recreational Equipment Rules, pursuant to its authority under Section 6.06(A) of the Declaration:

COURTYARD AT THE PRESERVE CONDOMINIUM ASSOCIATION, INC.
Acting by and through its Architectural Control Committee

Margaret Waurice Henderson

NAME: Wice Henderson
TITLE: Chair Person

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of June, 2016, by Margaret Waurice Henderson in the capacity stated above.

Michelle Thomas

Notary Public, State of Texas

MICHELLE THOMAS
My Notary ID # 130301494
Expires July 20, 2019

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

File Server:CLIENTS:CourtyardAtThePreserve:RuleAmend Revised5-16.doc

SOLAR DEVICE POLICY ENERGY
EFFICIENT ROOFING POLICY

Cross Reference to: (i) Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2003241173, Official Public Records of Travis county, Texas and (ii) Declaration of Condominium Regime of the Courtyard at the Preserve Condominiums recorded under Document No. 2004044517 as amended and supplemented thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Declaration, the architectural review approval authority established under the Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to a right to facilitate the development, construction, size, shape, composition and marketing of the community. For the purpose of the Solar Device Policy, the development period means the 15 year period from the date the Declaration was recorded unless earlier terminated by a written instrument recorded by the Declarant.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an owner.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all owners of property immediately adjacent to the owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the owner to: (i) modify the Solar Application *to* accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located within the owner's unit, entirely within a fenced area of the owner's unit, or entirely within a fenced patio located within the owner's unit. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the owner desires to contest the alternate location proposed by the ACC, the owner should submit information to the ACC which demonstrates that the owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the owner's unit or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located within the owner's unit, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be black.

C. <u>ENERGY EFFICIENT ROOFING</u>

The ACC will not prohibit an owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

RAINWATER HARVESTING SYSTEM POLICY

Cross Reference to: (i) Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2003241173, Official Public Records of Travis county, Texas and (ii) Declaration of Condominium Regime of the Courtyard at the Preserve Condominiums recorded under Document No. 2004044517 as amended and supplemented thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system within a unit (a "Rainwater Harvesting System"). The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an owner.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently completed. If the owner fails to cause the Rain System Application to be installed in accordance with the approved Rain

System Application, the ACC may require the owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed within the owner's unit, as reasonably determined by the ACC. The following colors are preferred: black or brown.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed within the owner's unit and any adjoining or adjacent street.

(iv) There is sufficient area within the owner's unit to install the Rain System Device, as reasonably determined by the ACC.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a unit, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the owner to shield the Rain System Device from the view of any street, common area, or another owner's property. When reviewing a Rain System Application for a Rains System Device that will be installed on or within the side yard of a unit, or would otherwise be visible from a street, common area, or another owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

EXHIBIT C

FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Cross Reference to: (i) Declaration of Covenants, Conditions and Restrictions recorded under Document No. 2003241173, Official Public Records of Travis county, Texas and (ii) Declaration of Condominium Regime of the Courtyard at the Preserve Condominiums recorded under Document No. 2004044517 as amended and supplemented thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

A. ARCHITECTURAL REVIEW APPROVAL.

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an owner is permitted to display the flag of the United States of America, the flag of the State of Texas or an official or replica flag of any branch of the United States Military ("Permitted Flag") and permitted to install a flagpole affixed to a front porch or back deck ("Permitted Flagpole") within a unit without approval by the architectural review authority under the Declaration (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any unit ("Freestanding Flagpole"). The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "Flagpole Application"). A Flagpole Application may only be submitted by an owner.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Freestanding Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the owner fails to cause the Freestanding Flagpole Application to be installed in accordance with the approved Freestanding Flagpole Application, the ACC may require the owner to: (i) modify the Freestanding Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Freestanding Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Freestanding Flagpole Application or an owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Freestanding Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Freestanding Flagpole shall be at the owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags and Flagpoles and Freestanding Flagpoles, installed in accordance with the Freestanding Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flags and Flagpoles are permitted per unit;

(b) Any Permitted Flagpole must be no longer than four feet (4') in length and any Freestanding Flagpole must be no more than ten feet (10') in height;

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet by five feet in size (3'x5');

(d) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property;

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole; and

G) No flag or flagpole may be located on property that is owned in common by the Members of the Association or owned or maintained by the Association.

DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. *Display of Certain Religious Items Permitted.* An Owner or resident is permitted to display or affix to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame) one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. Consistent with controlling statutes, and the terms and conditions of the Association's governing documents, this Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the entry door or door frame of the Owner's unit.

2. *General Guidelines.* Religious items may be displayed or affixed to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame); provided, however, that individually or in combination with each other, the total size of the display is no greater than 25"x25".

3. *Prohibitions.* No religious item may be displayed or affixed to the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame): (a) threatens the public health or safety; (b) violates a law; or (c) contains language, graphics or any display that is patently offensive to a passerby. No religious item may be displayed or affixed in any location other than the entry door or door frame of the Owner's unit (which may extend beyond the outer edge of the door frame). Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or door frame of the Owner's unit or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

5. *Removal.* The Association shall remove any item which is in violation of the terms and provisions of this Policy.

6. *Covenants in Conflict with Statutes.* To the extent that any provision's of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

E. ENFORCEMENT POLICY

Summary of Enforcement Policy

1. Send Courtesy Warning Letter (optional)
2. Send Initial Notice of Enforcement Action
3. Send Subsequent Notice of Enforcement Action

The Board may vary from this policy on a case-by-case basis so long as the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an owner has committed or is responsible for a violation of the deed restrictions other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process. This policy also covers situations where an owner or someone the owner is responsible for has damaged common elements or other property maintained or owned by the Association.

2. **Violation Notices.**

   i. Courtesy Warning Letter (optional). Upon becoming aware of a deed restriction violation and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the owner cure that violation by a date certain to avoid fines or other enforcement action.

   ii. Initial Notice of Enforcement Action – Fines; Damage Charges. If a violation is not cured in response to a Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:

   A. Levy a fine; and/or
   B. Charge the owner for property damage.

   Any such action shall be initiated by sending an Initial Notice of Enforcement Action to the owner. The Initial Notice of Enforcement Action shall:

   A. Be in writing and mailed, emailed, or faxed to the most current owner address, email address, or fax number shown on the Association's records or delivered in person to any occupant of the unit.
   B. Describe the violation or property damage at issue.
   C. State the amount of any fine or property damage charge levied against the owner.
   D. If a fine is levied, state a specified date by which the owner may cure the violation and avoid the fine.
      - For a violation that involves an event or condition that no longer exists, the owner shall be informed that the fine is suspended so long as the same or a similar violation does not recur.
   E. Inform the owner that he has 30 days from the date of the notice to request a Board hearing to contest the fine or damage charge.

   iii. Subsequent Notice of Enforcement Action -- Continuing or Repeat Violations. If an owner has been sent an Initial Notice of Enforcement Action and the same violation continues or a similar violation is committed within 12 months, the Association may send the owner a Subsequent Notice of Enforcement Action. A Subsequent Notice of Enforcement Action shall be of the same form as the Initial Notice of

Enforcement Action, except that the Subsequent Notice of Enforcement Action does not need to provide an opportunity to cure the violation and avoid the related fine.

iv. Timing of Notices. Any Notice of Enforcement Action, whether Initial or Subsequent, shall be sent to the owner within 30 days of the fine or damage charge being levied.

3. **Timing for posting fine or damage charge to owner account.**

   i. Initial Notice of Enforcement Action -- Fine posted at end of cure period; damage charge posted immediately.

   Fines. Any fine described in an Initial Notice of Enforcement Action shall be posted to an owner's account if and when the cure period deadline passes and the violation has not been cured.

   Damage charge. Any damage charge described in an Initial Notice of Enforcement Action shall be posted immediately to the owner's account.

   ii. Subsequent Notices of Enforcement Action – fine posted immediately. Any fine levied in a Subsequent Notice of Enforcement Action shall be posted immediately to the owner's account.

4. **Standard Fine Schedule*.** Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below). The Board also may change the fine amounts in this Standard Fine Schedule at any time by resolution, with no need to formally amend this Enforcement Policy.*

i.	Courtesy Warning Notice:	No fine.
ii.	Initial Notice of Enforcement Action:	$25.00 fine (daily/weekly or one-time)
iii.	Subsequent Notice of Enforcement Action:	$50.00 fine (daily/weekly or one-time) $100.00 fine (daily/weekly or one-time) $125.00 fine (daily/weekly or one-time) (Increases $25.00 for each additional notice).

*See Parking Policy for fine schedule related to certain parking violations

5. **Hearings.** If an owner requests a hearing in a timely manner, that hearing shall be held within a reasonable period of time. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the owner at a later date.

6. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

7. **Owners as Responsible Party.** If a family member, guest, tenant or invitee of an owner damages Association property or commits a violation of the Association's governing documents, the related enforcement action shall

be taken against the owner, with all related damage assessments, fines, legal fees, and other charges levied against that owner and the related unit.

8. **Self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, and other authorized agents of the Association are granted the authority to carry out self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration, other governing documents, or state law. Unless otherwise prohibited by the Declaration or other governing documents, all associated costs shall be assessed to the Owner's account.

F. STANDBY ELECTRIC GENERATORS

1. No Standby Electric Generators on Common Elements. Unless otherwise approved by the Association, which in the Board's sole discretion may be denied, granted, or granted with conditions, an Owner may not install a standby electric generator on the common elements (limited or general) or on any other property maintained by the Association or owned in common by association members, including but not limited to any roofs, patios, grounds, landscaped areas, yards, or any other portion of the real property.

2. No Standby Electric Generators on External Portions of Units Without Compliance. Unless otherwise approved in writing by the Board, which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator on the external portion of any unit except in compliance with this rule.

3. Scope of Rule. A standby electric generator is the only device that may be used to provide backup electric service to a residence. A "standby electric generator" means a device that converts mechanical energy to electric energy and is:

    a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
    b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
    c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
    d. Rated for a generating capacity of not less than seven (7) kilowatts; and
    e. Permanently installed on a lot.

4. Conflict with Other Provisions. Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association's governing documents.

5. Prior Approval Required. Prior to the installation of any standby electric generator or any part thereof on any external portion of a unit, an owner must receive written approval of the Board. Owners wishing to install standby electric generators must submit plans and specifications to the Board. The following requirements apply to plans and specifications:

    a. An owner must provide a reasonably accurate and scaled schematic of the unit and surrounding area, including adjoining streets and neighboring units. The schematic must also contain a scaled drawing of the generator at the proposed location, and indicate the distance (in feet and inches) from the closest unit.
    b. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.

6. Installation. The following installation requirements apply to standby electric generators:

    a. Installation must be done in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
    b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
    c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
    d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
    e. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.

7. Maintenance. The following maintenance requirements apply to standby electric generators:

   a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
   b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
   c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.

8. Location. The following requirements apply to the location of a standby electric generator:

   a. A generator must be placed in a location where it is least likely to be seen from the common elements and other units.
   b. The Board may, in its sole discretion, grant a variance to allow the generator to be located in an area other than as described in subsection (a) if the Board deems that a variance is appropriate as a result of topographical or other issues.
   c. The Board will grant a variance allowing the generator to be installed in a location other than as required under subsection (a) if the owner can document in a format reasonably acceptable to the Board that locating the generator in the location described in subsection (a) will increase the installation cost by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%.
   d. No portion of the generator may be installed within any applicable setback.

9. Screening. Owners must completely screen a standby electric generator from view if the generator is:
   a. Visible from the street faced by the unit; or
   b. Located in an area that is either unfenced or is fenced with wrought iron or residential aluminum fencing and the generator will be visible either from an adjoining unit or the common elements.

   Submitted plans must include as-installed dimensions and types of all landscaping to be used for screening and the color, materials, and dimensions of any proposed screening materials and/or structures.

10. Allowable Use. A standby electric generator may not be used to generate all or substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

G. Parking Policy

Guest parking areas are restricted to "Guests" only. Owners and Tenants are prohibited from parking in the guest parking areas. No further warnings will be given. 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, and RVs on any public right of way or lot (outside of a building) is prohibited, with the following exceptions: (1) RVs may be parked on a lot for a period not to exceed a total of 72 consecutive hours not more frequently than every 60 days, and (2) RVs parked for short stays when in the process of being loaded and unloaded. (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.)

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

REPEAT Violation:	**Fine Amount:**
1st Notice	$ 50.00 per day – starts day notice is mailed
2nd Notice	$ 75.00 per day – starts day notice is mailed
3rd Notice	$ 100.00 per day – starts day notice is mailed
4th 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

H. ASSESSMENT COLLECTION POLICY

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Master Declaration. Words and phrases used in this policy have the same meanings given to them by the Master Declaration.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed monthly and are due and payable by the fifth calendar day of the month.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent (in the case of regular assessments, amounts not paid by the 5th of the month are considered delinquent – Declaration §5.7). When the account of an Owner becomes delinquent, it remains delinquent until paid in full – including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not received full payment of a Regular Assessment by the 5th day of the month, the Association may in addition to levying interest at the highest rate allowed by applicable usury laws then in effect or at 16% (whichever is less), levy a late fee in a reasonable amount to be determined by the Board until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installment of that Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. For any amounts due, payment plans can be offered by the Association in their discretion and are not mandatory.

3-B. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e. less than the full amount due and payable) and the payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly return or refund (as applicable) the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to pay the cost of release, including requiring prepayment of the cost of preparing and recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations to the extent allowed by law.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) First Notice: Preparation of the Notice of Demand for Payment Letter. If the account is not paid in full within 30 days, then

(2) Lien Notice: Preparation of Notice of Claim of Assessment Lien. If the account is not paid in full within thirty (30) days, then

(3) Final Notice: Letter of Intent to Foreclose. If the account is not paid in full within thirty (30) days (including any mandatory notice to lender),

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board/or

(5) Initiate legal action against Owner to file suit for money damage in a court of competent jurisdiction.

The Board may deviate from the timeframes outlined in this Rule 5-G provided that all requirements of state law are met.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectable, the Board may elect to cancel the debt on the books of the Association in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officer, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, its officers, directors, manager, and attorneys, intend to conform with applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any even be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

I. LEASING POLICY

Lease and lease documentation requirements:

The minimum lease term is 30 days. (See also Declaration §4.4(i)).

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 ten days before the start of each lease term, the Owner must provide the Association with:
(1) a copy of the lease; and
(b) 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.

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 (30 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, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement.

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 Policy

Trampolines. Trampolines are not allowed in the community. Those in place as of the effective date of this rule 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 as of the effective date of this rule may remain but may not be replaced with new goals.

Swings. Swings or other recreational equipment may not be installed in a front yard.

EXHIBIT K

Courtyard at the Preserve Homeowners Association, Inc.
Xeriscape Guidelines

Xeriscaping refers to landscaping and gardening in ways that reduce or eliminate the need for supplemental water from irrigation. It is promoted in regions that do not have easily accessible, plentiful, or reliable supplies of fresh water. Common elements in xeriscaping are the reduction of lawn grass or sodded areas (since lawn grass is often one of the worst offenders against water conservation), and the installation of indigenous plants that are adapted to the local climate and consequently require less water.

Any homeowner interested in replacing a standard sod lawn by xeriscaping with native Groundcovers, plants, or mulch must submit a landscape plan **before removing any sod and/or installing any plant material.** All plans will be reviewed on a case by case basis and must conform to the guidelines.

The Courtyard at the Preserve Board of Directors has adopted the following xeriscaping guidelines for the community:

- Large areas may not be composed of a single material, i.e. bare mulch/rock is not allowed unless interspersed with plants.
- Existing trees may not be removed to be replaced with xeriscaping.
- Non-turf planted areas must be bordered to define the xeriscaped area clearly from turfed areas.
- Xeriscaped areas must be kept maintained at all times (plants trimmed and thinned, weeded, and borders edged) to ensure a reasonably attractive appearance.
- Only rocks an inch or more in diameter may be used.
- Borders/edging will be required to contain rocks used in xeriscaping.

<u>Submittal Requirements:</u>

- Completed Architectural Committee Application
- Completed Architectural Review Process and Procedures
- Review Fee and Applicable Deposit
- Summary of the project
- Plant list with sizes and quantity at installation and maturity
- Location of proposed beds and defining border and material
- Drawing on your site plan or <u>comparable plan</u> which shows easements and setbacks, location of existing trees, and driveway
- Estimated completion date

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

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